(4)

No. 02-431

Supreme Court, U.S.
FILED
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In The

Supreme Court of the United States

Yvonne Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development Corporation; DTL-USA, Inc.; and General Homes, Inc., (The "Alliance Entities"),

Petitioners,

v.

The State of Connecticut Judiciary; Ridgefield Marshal, James E. Sullivan; Ridgefield Postmaster, Tim Hushion; Visiting Nurse Association of Ridgefield, Inc.; Helena Nicholas; Thomas F. Reynolds; Ridgefield Bank; Gary Smith; Joyce Ligi; Washington Mutual Bank, F.A.; Sandy McArthur; Paul Rossitto; J.P.Morgan/Chase Manhattan Bank; Casey's Sheet Metal Services, Inc.; Brooks Laboratories, Inc.; Rene Heinecke; Eugene Grant, Esq.; Robert Nagro; Richard Solomon; Weil, Gotshal and Manges, LLP; Bridge to Brotherhood, Inc.; Mark Hoeing, Esq.; David Stone, Esq.; Ira Millstein, Esq.; Marvin Jacob, Esq.; Reynolds and Rowella, LLP., PricewaterhouseCoopers, LLP/Kesselman and Kesselman LLP;

Respondents.

On Petition For Writ Of Certiorari
To State of Connecticut Supreme Court Chief Justice

PETITIONERS' SUPPLEMENTAL BRIEF TO PETITION FOR WRIT OF CERTIORARI- Vol. IV of IV

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32 pp

QUESTION PRESENTED

What legal recourse is available to involuntary pro se Petitioners, if their second Cert is denied in a litigation rigged by the State, causing constitutional, financial, and social lynching of said Petitioners?

Petitioners' Comment:

This is the second Petition for Writ of Certiorari filed by the Petitioners in these matters on egregious constitutional violations by the Connecticut Judicial System. From 1997 to date the corporate Petitioners are unable to obtain zealous counsel to prosecute and/or defend their claims due to the Respondents' interference with their counsel. This forced Petitioner Yvonne Liebel, their Founder and CEO, who is not an attorney, to retain and dismiss attorneys who's representation was adverse to the corporations, and finally to appear on their behalf. The Petitioners' continuous pleas to the Connecticut Courts to intervene in the matter went unanswered, violating State and Federal laws. Subsequently, the corporations were left with the choice of either be misrepresented by counsel or have their claims dismissed pursuant to C.G.S.A Section 51-88a, which bars non-attorneys from representing their corporations. On July 9, 2002, the Waterbury Complex Litigation Docket nonsuited Petitioner Yvonne Liebel's closely held corporations, not on merit of their claims, but for lack of counsel, violating their constitutional rights to freedom of speech, access to the courts, and due process of law. On October 5, 13 and 14, 2002, the Petitioners filed Counterclaims and Cross Claims in the matters before this Honorable Court, also implicating the Connecticut Judiciary in a host of wrongdoings (*See "Statement of New Facts"* and Appendixes: H, J, N, O, P, Q, R, T, W, Z1, Z2, Z3, Z4, Z5.)

PARTIES TO THE PROCEEDINGS

Plaintiffs /Petitioners

Yvonne Liebel, Petitioner, is an individual and has no corporate affiliation; **The Alliance Foundation, Inc.,** a Connecticut 501 (c) (3) non-stock corporation; **Alliance Capital, Inc.,** a Connecticut corporation with no parent or publicly held company; **General Homes, Inc.** a Connecticut corporation with no parent or publicly held company; **Alliance International Development Corp.,** a Connecticut corporation with no parent or publicly held company; **DTL-USA, Inc.,** a Connecticut Corporation with no parent or publicly held company.

Defendants/Respondents

The State of Connecticut Judiciary (Supreme Court: Chief Justice, William J. Sullivan; Acting Chief Justice, David M. Borden; Chief Clerk, Francis J. Drumm, Jr.; **Hartford Superior Court:** Hon. John J. Langenbach; **Danbury Superior Court:** Chief Clerk; Robert Jackson, Esq.; Assistant Clerk (Name not legible); Hon. Adams, J.; Hon. Arthur Hiller; Hon. White, J.; Hon. Ginnochio, J.; Hon. Carroll, J.; **Stamford Superior Court Complex Litigation Docket:** Hon. K. Tierney; **Waterbury Superior Court Complex Litigation Docket:** Hon. Michael Sheldon, J.; Hon. Carl J. Schuman, J.; Court Officer Melanie Dillon, Esq.; **Attorneys for the Alliance Entities:** Joyce A. Morin, Esq.; William Barrante, Esq., and others; **Attorneys for Washington Mutual Bank, F.A:** Reiner et.al.) **State of Connecticut:** (Ridgefield Marshal, James E. Sullivan; Ridgefield Postmaster, Tim Hushion); **Visiting Nurse Association of Ridgefield, Inc.** 501(c)(3) non stock corporation; **Helena Nicholas,** an individual and has no

corporate affiliation; **Thomas F. Reynolds,** an individual and has no corporate affiliation; **Gary Smith,** an individual and has no corporate affiliation; **Joyce Ligi,** an individual and has no corporate affiliation; **Washington Mutual Bank, F.A.; Sandy McArthur,** an individual and has no corporate affiliation; **Paul Rossitto,** an individual and has no corporate affiliation; **J. P. Morgan Chase Manhattan Bank,** corporation ; **Casey's Sheet Metal Services, Inc.,** a Connecticut corporation; **Brooks Laboratories, Inc.** a Connecticut corporation; **Rene Heinecke,** an individual and has no corporate affiliation; **Eugene Grant, Esq.,** an individual and has no corporate affiliation; **Robert Nagro,** an individual and has no corporate affiliation; **Richard Solomon,** an individual and has no corporate affiliation; **Ridgefield Bank,** a Connecticut corporation, a commercial bank with no parent or publicly held company; **Weil, Gotshal and Manges, LLP,** a New York limited Liability Partnership; **Mark Hoeing, Esq.,** an individual and has no corporate affiliation; **David Stone, Esq.,** an individual and has no corporate affiliation; **Bridge to Brotherhood, Inc.,** a New York 501(c)(3) non stock corporation; **Ira Millstein, Esq.,** an individual and has no corporate affiliation; **Marvin Jacob, Esq.,** an individual and has no corporate affiliation; **Reynolds and Rowella, LLP.** a Connecticut , Limited Liability Partnership; **PricewaterhouseCoopers, LLP/Kesselman & Kesselman,** a Delaware Limited Liability Partnership.

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BASIS FOR JURISDICTION

This Supplemental Brief is in response to new intervening matters not available at the time of the Petitioner's filing of the amended Petition for Writ of Certiorari on September 14, 2002. This Brief is filed in accordance with Rules 15.8 and 29 of the Supreme Court of the United States, under which the jurisdiction of this Court is invoked. Prior Volumes of the Petition for Writ of Certiorari are incorporated by reference herein.

STATEMENT OF NEW FACTS

1. On July 17, 2002, the Petitioners were given sixty days to make certain amendments to their Two-Volume Petition for Writ of Certiorari.

2. On September 14, 2002 at 12:35 am, the Petitioner, Yvonne Liebel filed an amended Petition with the U.S. Supreme Court Guard in Washington D.C., consisting of Three Volumes.

3. This Supplemental Brief includes intervening matter not available at the time of filing of the amended Petition (Vol. IV. of IV.)

4. There are eight cases before this Honorable Court, clearly related as they arise out of the same or similar events, circumstances and/or occurrences. Petitioner, Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations in Connecticut.

5.The corporate Petitioners were able to secure counsel admitted before this Court, specifically for the purpose of this Petition, in the event Cert is granted. Said Counsel does not and will not represent these matters in the State of Connecticut.

6. The Respondents were given until October 18, 2002 to file their Brief in Opposition or file a Waiver. To date, the Respondents failed to do either. On October 21, 2002, the Court Clerk informed Petitioner, Yvonne Liebel that a conference date will not be set by the Court until the Respondents file said Brief or Waiver.

7. Since the filing of the original Petition on July 2, 2002, certain events took place (App. E, Page 57a; App. K, Page 129a) and certain Court Orders were rendered, that were not submitted in prior Volumes, but are now necessary to be included as they are significant to complete determination of the facts and to further

amendment of the Petition, as they include: a. New Respondents, more specifically, the State of Connecticut Judiciary, The State of Connecticut, and others, as listed on the Cover of the Petition and in the Section entitled, "Parties to the Proceedings"; and b. New Connecticut Court Orders, to be added to Vol. I., App. A, Page 97a.

8. Said events and/or Orders are chronologically incorporated in the Appendix of this Volume IV. Page v - Appendixes A through Z5.

9. Court Orders are found in Appendixes: A, Page 16; K, Page 144; K1, Page 150; L, Page 150; R, Page 252; Z2, Page 298; Z3, Page 301; Z4, Page 306. Said Orders are to be added to Vol. I, Appendix A (decisions sought to be overturned by this Court, except were otherwise noted.)

10. While Petition is pending and painstaking work is involved in drafting amendments and supplements for the Supreme Court of the United States; and although Petitioner, Yvonne Liebel filed Motions to Stay (App. D, Page 64; App. F, Page 89) and Motions for Continuance (App. G, Page 97; App. I, Page 122), the Respondents continue legal proceedings.

11. Further, the Respondents resorted to abusive and dilatory tactics against Yvonne Liebel, who is not an attorney and who, alone and involuntarily, prepares all pleadings on behalf of herself and her corporations. This is to prevent her from effectively prosecuting or defending the Petition and/or said cases in the State of Connecticut.

12. For the purpose of demonstrating to the Court the breadth, scope and severity of the tactics used against the Petitioners, Yvonne Liebel shall separate the Respondents into two groups: Group 1. Respondents; Group 2. Respondents/State/Judiciary.

13. Tactics used by the Respondents include but are not limited to: scheduling untimely depositions (App. S, Page 253); filing an

unlawful eviction action (Vol. I and Vol. II); filing an unlawful foreclosure action (Vol. III); filing numerous pleadings and motions to the Court to bury Yvonne Liebel in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance (Appendixes: B, Page 8a; C, Page 27a; S, Page 238a; X, Page 265a; Y, Page 267a; Z, Page 270a). By inundating Yvonne Liebel with such pleadings and motions, as she must respond to them (Appendixes: H, Page 94a; J, Page 112a; K, Page 129a; K1, Page 135a; N, Page 145a; O, Page 180a; P, Page 214a; Q, Page 226a; U, Page 242a; V, Page 248a; W, Page 260a; Z1, Page 273a; Z2, Page 283a; Z3, Page 286a; Z4, Page 291a), the opposition has made it nearly impossible for her to prosecute and defend said eight (8) actions separately.

14. Tactics used by the Respondents/State/Judiciary include but are not limited to:

a. Forcing Yvonne Liebel to file separate pleadings in eight related actions pending in two separate courts which are located in cities that are approximately one hour drive from each other, as the Connecticut Courts refuse to consolidate actions that must be consolidated (Vol.I; Vol. II; Vol. IV App. K1, Page 135a). This caused the Petitioners immeasurable harm as it distorted their claims, thereby distorting adjudication results (App. A, Page 1a).

b. Conducting Court proceedings in a bias manner to favor the Respondents by scheduling untimely hearings (Appendixes: A, Page 1a; D, Page 49a; G, Page 82a; H, Page 94a; I, Page 107a; K1, Page 135a; L, Page 135a; T, Page 240a); awarding judgments on fraudulent actions (App. A, Page 1a; App. L, Page 135a; N, Page 145a; O, Page 180a; P, Page 214a; Q, Page 226a; R, Page 237a; U, Page 242a; W, Page 260a; Z1, Page 273a); delaying or inducing legal proceedings to prevent Yvonne Liebel from submitting proper defenses (App. J, Page 112a; App. N, Page 145a); failing to mail Court Notices, or mailing said Notices to wrong or old addresses or, verbally changing Court dates but adhering to written Notices to cause the Petitioners default for failure to appear at hearings

(Appendixes: G, Page 82a; H, Page 94a; I, Page 107a; J, Page 112a; K1, Page 135a; Z2, Page 283a; Z3, Page 286a; Z4, Page 291a).

c. Violating the Corporate Petitioners' constitutional rights to due process of law, access to the courts, fair representation, and freedom of speech, by denying them counsel; disallowing them representation by their Founder and CEO, Yvonne Liebel, in the alternative, and using said denials to dismiss their appeals, nonsuit them from their Third Amended Complaint, and "Butcher" their Complaint by striking their causes of actions from said Complaint (App. A. Page 1a; App. L, Page 135a; Vol. I, and Vol. II.)

d. Playing "Musical Chairs" with Judges, in an effort to limit their liabilities as they render decisions that are contrary to Connecticut law; defuse their conduct; and distort the Plaintiffs' claims, causing an exhaustive and expensive appeal process which to date ended with two separate Petitions for Writ of Certiorari to this Honorable Court and irreparable harm to the Petitioners' claims (Appendixes: F, Page 74a; G, Page 82a; H, Page 94a; I, Page 107a; J, Page 112a; L, Page 135a; N, Page 145a; Vol. I, and Vol. II.)

e. Clinging to existing and "made-up" procedures while abandoning the substance and intent of the law, to the detriment of the Petitioners' claims and to justice (Vol.'s. I. II. III. IV.)

f. Causing Yvonne Liebel intentional and colossal administrative, financial and physical hardships, thereby sabotaging the Petitioners' claims, and squandering their limited resources (Vol.'s. I. II. III. IV.)

g. Causing countless errors and omissions in docket sheets, Court schedules, Court orders, Transcripts, etc., thereby altering the true state of the files for members of the judiciary and for the public, and irreparably damaging the Petitioners' litigation (Vol.'s. I. II. III. IV.)

h. Limiting public access to the files (Vol.'s I. II)

i. Withholding memoranda of decisions and leaving the Plaintiffs perplexed (App. K1, Page 1135a; also Vol.'s. I. II.)

j. Conducting legal proceedings with egregious inconsideration to Yvonne Liebel's pro se representation and other limitations, while inflicting upon her such pain, suffering, abuse, and shock, and depleting her of self esteem, self confidence, resources, and above all, her faith in the Connecticut judicial system (Vol.'s. I. II. III. IV.)

k. Sanctioning the Respondents' unlawful eviction and unlawful foreclosure action on Yvonne Liebel's residence, also home of the Alliance Institute; and theft of properties (real, personal, and documentation) (Vol.'s. I. II. III. IV.)

l. Tampering with the Plaintiffs' mail (Vol.'s. I. II. III. IV.), and manufacturing an unlawful Eviction Execution Notice (Marshal's Notice. See Vol. II of Petition.)

m. The number of violations that span over two years caused Yvonne Liebel and her corporations incomprehensible damage, more specifically described in the two Petitions for Writ of Certiorari filed by the Petitioners with the Supreme Court of the United States in July 2001, Case No. 01-158, and in July 2002, Case No. 02-431, condensed in these Four Volumes.

In many instances, the Petitioner, Yvonne Liebel pled with the Connecticut Courts to break the vale of silence about what was covertly done with her corporations and their assets, specifically, the Alliance Foundation, Inc.'s and its coveted IRS private-letter-tax-rulings that she originated for her public charity. This was in order to allow her to become part of the solution rather than a continued escalation of the problem, as she proceeds to defend her rights and the rights of her corporations. The Connecticut Courts ignored her pleas, preferring to resolve their adjudication dilemmas through abuse of power by resorting to the above list of atrocious tactics.

REASON FOR GRANTING THE WRIT OF CERTIORARI

THE STATE OF CONNECTICUT JUDICIARY HAS ABUSED ITS POWER AGAINST A CIVIL LITIGANT AND HER CORPORATIONS THROUGH VIOLATIONS OF THEIR FUNDAMENTAL CONSTITUTIONAL RIGHTS AND CIVIL LIBERTIES, LEAVING THESE INVOLUNTARY PRO SE LITIGANTS WITH NO RELIEF IN SIGHT, OTHER THAN THE SUPREME COURT OF THE UNITED STATES OF AMERICA. THE STATE'S CONDUCT "HAS BEEN SO OUTRAGIOUS IN CHARACTER, AND SO EXTREME IN DEGREE, AS TO GO BEYOND ALL POSSIBLE BOUNDS OF DECENCY, AND TO BE REGUARDED AS ATROCIOUS, AND UTTERLY INTOLERABLE IN A CIVILIZED COMMUNITY." (*Quote from:* Conn.Id.210-11, as cited by Hon. Carl Schuman of the Waterbury Complex Litigation Docket when he struck Yvonne Liebel's "Intentional Infliction of Emotional distress" Cause of Action against all Defendants (See App. L, Page 135a)

Dear Court,

I have a huge problem! <u>There isn't a single attorney in this entire nation that will truly speak for me!</u>

In June this year, a Connecticut Judge (Ginnochio, J.), broke his professional oath as he awarded my offices back to my landlord for not paying rent, although he knew I did. He also knew that the landlord's board of directors, filing the unlawful eviction, Defendants, Ridgefield Bank, and the accounting firm of Reynolds and Rowella LLP, tampered with my finances, as he ignored the sworn affidavit in the file provided by Mr. Thomas F. Reynolds himself! I can no longer file any personal or corporate tax returns due to the state of my documents.

Also in June, another Connecticut Judge (Sheldon, J.) was willing to violate his code of ethics as he unlawfully and heartlessly

nonsuited my corporations out of their Complaint for not having counsel. He also awarded Judgment against my companies to my former partner, Defendant, Eugene Grant, who presented false documents and blatantly lied to the Court. The Judge rendered his rulings although I filed countless documents, motions, and memoranda of law, including motions to consolidate, motions to be joined as a Defendant, motions to appear, all of which, singularly, should have prevented the Court from such decisions.

In July my mortgage lender, Washington Mutual Bank, F.A, filed a foreclosure action against my home on the basis of fraudulent title, fraudulent appraisals, and fraudulent mortgage loan documents. Neither the lender nor the Court would send me copies of their pleadings and/or notices, hoping I would lose my home by default.

Dear Court, for the past several years I witnessed first hand the insecurity and humiliation that accompanies deprivation of basic constitutional rights and civil liberties, and the feeling of helplessness against Government power. No! I'm not Jack the Ripper, or Mr. Atta. I haven't killed anyone or blew up any buildings. My name is Yvonne Liebel. I'm a woman. I'm an idealist. I'm an entrepreneur. I love music and poetry and art. I love my son and my country. I devoted my life to things I believed in and to people I loved. However, I made one major mistake! I dared to originate breakthrough IRS private-letter-tax-rulings for my public charity and its mission of peace through economic development, for the Middle East and for Alabama's Black Belt, and entrusted my life's work to my lawyers!

The Defendants, Weil, Gotshal and Manges, LLP, et al., represent one of the biggest and most prestigious law firms in the world! They were kind to me over the years as they provided my charity and me with legal services on a pro bono basis. They even served lunches on the house, in their finest conference halls, to my prospective contributors. And just imagine my happiness when

they enlisted Defendant, PricewaterhouseCoopers LLP, on a pro bono basis, to help implement my charity's first Private Placement Memorandum, following the IRS approval of this powerful fund raising instrument. Oh! I trusted the people at Weil, Gotshal and Manges with my life, ...as they sweet-talked me right into theft of my charity and into a colossal personal and professional disaster.

How does one who is raised on basic moral principles of right and wrong can foresee or protect against the very people that are in position of trust?

The Defendants have used unthinkable tactics to try to run me out of town and abandon my fight, outside of putting a bullet through my heart. Since February 2001, I have been living mostly out of motel rooms from where I prepare and file pleadings to the Court at an expense I can't afford, as the water and air in my home were tampered with. I have no income and I'm now in severe debt as a result of this litigation and the Defendants' sabotage of my livelihood. I no longer have a family life, and I'm at risk on a daily basis. Considering how the Defendants misused my charity since they stole it in 1997, abandoning my struggle would mean abandoning my life and my mission. This is not an option. I'm prepared to die for it.

Dear Court, this is the second time I come to you for help! This is my fourth book. I have nowhere else to go. The Supreme Court of the United States of America is now the only place on this earth that has the power to fix this wrong. Not just for me, but for all people who march daily into the offices of their lawyers and accountants, entrusting to them advice and protection. For all women and small entrepreneurs who dare to put their lives on the line to realize their dreams as they believe in their nation's righteousness and might. I pray you will help me.

With Grace and Peace,
Petitioner, Yvonne Liebel

CONCLUSION

I. The Petitioners pray the Court will overturn the following Connecticut Court decisions (Vol. I, App. A and supplements):

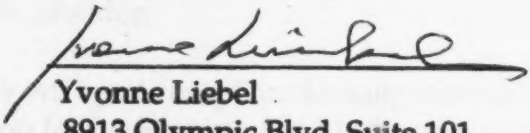
To evict the Petitioners from their offices; To deny Petitioner, Yvonne Liebel's Motion to Appear; To nonsuit the Corporate Petitioners from their Third Amended Complaint; To award Judgment to the Respondent in the "Three Grant Matters"; To grant the Respondents' certain Motions to Strike; To keep out of the Main Action, Respondents, Reynolds and Rowella LLP, and PricewaterhouseCoopers LLP/Kesselman & Kesselman; And to transfer certain matters from the Danbury Superior Court where proper venue lies, to the Waterbury Superior Court Complex Litigation Docket at Waterbury, Connecticut.

II. To allow Yvonne Liebel to represent her corporations in the State of Connecticut.

III. And whatever other remedy the Court deems appropriate.

Dated: Danbury, Connecticut
November 7, 2002

Respectfully Submitted,



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APPENDIX A

Waterbury Superior Court, Complex Litigation Docket, Hon. M. Sheldon, J., Judgment, Three Grant v. Alliance cases 7/9/02

STATE OF CONNECTICUT

DOCKET NO. X02 CV 01 0167458-S

EUGENE M. GRANT	:	SUPERIOR COURT
1016 Orienta Avenue	:	
Mamaroneck, New York	:	JUDICIAL DISTRICT OF
v.	:	WATERBURY
	:	
ALLIANCE CAPITAL, INC.	:	COMPLEX LITIGATION
54 Danbury Road	:	DOCKET
Ridgefield, Connecticut	:	
	x	JULY 9, 2002

JUDGMENT

PRESENT: Hon. Michael R. Sheldon

This action commenced by writ and complaint seeking damages from defendant corporation for nonpayment of a loan came to the Superior Court, Judicial District of Danbury on November 29, 2000, and thence to January 9, 2001 when the action was transferred to the Complex Litigation Docket at Stamford, and thence to January 12, 2001 when defendant corporation requested the complaint be revised and plaintiff objected to the request to revise, and thence to January 26, 2001 when defendant corporation objected to the

transfer to the Complex Litigation Docket at Stamford, and thence to march 8, 2001 when the Court ruled on the objections to defendant corporation's request to revise, and thence to march 15, 2001 when plaintiff amended his complaint, and thence to march 27, 2001 when the Complex Litigation Docket at Stamford overruled defendant corporation's objections to transfer, and thence to may 2, 2001 when plaintiff offered judgment, and thence to July 24, 2001 when counsel for defendant corporation moved to withdraw, and thence to September 20, 2001 when the action was transferred to this court, and thence to October 29, 2001 when this Court granted defendant corporation counsel's motion to withdraw, and then to November 5, 2001 when this Court ordered new counsel for defendant corporation to appear on or before December 15, 2001, and thence to December 17, 2001 when plaintiff requested default for failure to appear and failure to comply with this Court's order, and thence to June 27, 2002 when, no counsel for defendant corporation having appeared, this Court granted a default and ordered a hearing in damages, and thence to July 8, 2002 when defendant corporation having made a default of appearance, a hearing in damages was held.

The Court finds that the writ and complaint were duly served on the defendant corporation as appears by the return of service endorsed thereon.

The Court, having heard the Plaintiff, finds that he has sustained damages in the amount of $372,016.65, consisting of $325,000.00 in unpaid principal and $47,016.65 in statutory interest under General Statutes Section 37-1(b), calculated at 8% per annum from the date by which repayment of the principal was first demanded, September 1, 2000, to the date of the hearing in damages, July 8, 2002.

The Court further finds that since the plaintiff filed an offer of judgment in the amount of $325,000.00 within eighteen months of the commencement of this action, but the defendant never accepted

that offer of judgment, the defendant must also pay plaintiff offer-of-judgment interest in the amount of $73,163.25, calculated at 12% per annum from the date this action was commenced by the service of process, November 21, 2000, to the date of the hearing in damages, July, 8, 2002.

Whereupon, it is hereby adjudged that the plaintiff recover of the defendant corporation a total of $445,179.90, consisting as aforesaid of $325,000.00 in unpaid principal, 47,016.65 in statutory interest under General Statutes Section 37-1(b), and offer-of-judgment interest in the amount of $73,163.25.

BY THE COURT:

/S/_____
Michael R. Sheldon

Dated: July 9, 2002

STATE OF CONNECTICUT

DOCKET NO. X02 CV 01 0167457-S

EUGENE M. GRANT	:	SUPERIOR COURT
1016 Orienta Avenue	:	
Mamaroneck, New York	:	JUDICIAL DISTRICT OF
v.	:	WATERBURY
	:	
ALLIANCE CAPITAL, INC.	:	COMPLEX LITIGATION
54 Danbury Road	:	DOCKET
Ridgefield, Connecticut	:	
		JULY 9, 2002

JUDGMENT

PRESENT: Hon. Michael R. Sheldon

This action commenced by writ and complaint seeking damages from defendant corporation for nonpayment of a loan came to the Superior Court, Judicial District of Danbury on November 29, 2000, and thence to January 9, 2001 when the action was transferred to the Complex Litigation Docket at Stamford, and thence to January 12, 2001 when defendant corporation requested the complaint be revised and plaintiff objected to the request to revise, and thence to January 26, 2001 when defendant corporation objected to the transfer to the Complex Litigation Docket at Stamford, and thence to march 8, 2001 when the Court ruled on the objections to defendant corporation's request to revise, and thence to march 15, 2001 when plaintiff amended his complaint, and thence to march 27, 2001 when the Complex Litigation Docket at Stamford overruled defendant corporation's objections to transfer, and thence to may 2, 2001 when plaintiff offered judgment, and thence to July 24, 2001 when counsel for defendant corporation moved to withdraw, and thence to September 20, 2001 when the action was transferred to this court, and thence to October 29, 2001 when this Court granted defendant corporation counsel's motion to withdraw, and then to November 5, 2001 when this Court ordered new counsel for defendant corporation to appear on or before December 15, 2001, and thence to December 17, 2001 when plaintiff requested default for failure to appear and failure to comply with this Court's order, and thence to June 27, 2002 when, no counsel for defendant corporation having appeared, this Court granted a default and ordered a hearing in damages, and thence to July 8, 2002 when defendant corporation having made a default of appearance, a hearing in damages was held.

The Court finds that the writ and complaint were duly served on the defendant corporation as appears by the return of service endorsed thereon.

The Court, having heard the Plaintiff, finds that he has sustained damages in the amount of $7,440.33, consisting of $6,500.00 in unpaid principal and $940.33 in statutory interest under General Statutes Section 37-1(b), calculated at 8% per annum from the date by which repayment of the principal was first demanded, September 1, 2000, to the date of the hearing in damages, July 8, 2002.

Whereupon, it is hereby adjudged that the plaintiff recover of the defendant corporation a total of $7,440.33, consisting as aforesaid of $6,500 in unpaid principal, 940.33 in statutory interest under General Statutes Section 37-1(b).

BY THE COURT:

/S/_____
Michael R. Sheldon

Dated: July 9, 2002

STATE OF CONNECTICUT

DOCKET NO. X02 CV 01 0167556-S

EUGENE M. GRANT 1016 Orienta Avenue Mamaroneck, New York v.	: SUPERIOR COURT : : JUDICIAL DISTRICT OF : WATERBURY
THE ALLIANCE FOUNDATION 54 Danbury Road Ridgefield, Connecticut	: COMPLEX LITIGATION : DOCKET : JULY 9, 2002

JUDGMENT

PRESENT: Hon. Michael R. Sheldon

This action commenced by writ and complaint seeking damages from defendant corporation for nonpayment of a loan came to the Superior Court, Judicial District of Danbury on November 29, 2000, and thence to January 9, 2001 when the action was transferred to the Complex Litigation Docket at Stamford, and thence to January 12, 2001 when defendant corporation requested the complaint be revised and plaintiff objected to the request to revise, and thence to January 26, 2001 when defendant corporation objected to the transfer to the Complex Litigation Docket at Stamford, and thence to march 8, 2001 when the Court ruled on the objections to defendant corporation's request to revise, and thence to march 15, 2001 when plaintiff amended his complaint, and thence to march 27, 2001 when the Complex Litigation Docket at Stamford overruled defendant corporation's objections to transfer, and thence to may 2, 2001 when plaintiff offered judgment, and thence to July 24, 2001 when counsel for defendant corporation moved to withdraw, and

thence to September 20, 2001 when the action was transferred to this court, and thence to October 29, 2001 when this Court granted defendant corporation counsel's motion to withdraw, and then to November 5, 2001 when this Court ordered new counsel for defendant corporation to appear on or before December 15, 2001, and thence to December 17, 2001 when plaintiff requested default for failure to appear and failure to comply with this Court's order, and thence to June 27, 2002 when, no counsel for defendant corporation having appeared, this Court granted a default and ordered a hearing in damages, and thence to July 8, 2002 when defendant corporation having made a default of appearance, a hearing in damages was held.

The Court finds that the writ and complaint were duly served on the defendant corporation as appears by the return of service endorsed thereon.

The Court, having heard the Plaintiff, finds that he has sustained damages in the amount of $114,466.66 consisting of $100,000.00 in unpaid principal and $14,466.66 in statutory interest under General Statutes Section 37-1(b), calculated at 8% per annum from the date by which repayment of the principal was first demanded, September 1, 2000, to the date of the hearing in damages, July 8, 2002.

The Court further finds that since the plaintiff filed an offer of judgment in the amount of $100,000.00 within eighteen months of the commencement of this action, but the defendant never accepted that offer of judgment, the defendant must also pay plaintiff offer-of-judgment interest in the amount of $22,511.77, calculated at 12% per annum from the date this action was commenced by the service of process, November 21, 2000, to the date of the hearing in damages, July, 8, 2002.

Whereupon, it is hereby adjudged that the plaintiff recover of the defendant corporation a total of $136,978.43, consisting as

aforesaid of $100,000.00 in unpaid principal, 14,466.66 in statutory interest under General Statutes Section 37-1(b), and offer-of-judgment interest in the amount of $22,511.77.

BY THE COURT:

/S/_____
Michael R. Sheldon

Dated: July 9, 2002

APPENDIX B

"Motion to Strike" and "Memorandum of Law in Support of Motion to Strike" (By Defendant Eugene Grant), 7/16/02

X02 CV 01 0167482 S	:	
	:	
THE ALLIANCE FOUNDATION INC., ET AL.	:	SUPERIOR COURT
PLAINTIFF	:	JUDICIAL DISTRICT OF WATERBURY
	:	COMPLEX LITIGATION DOCKET
V.	:	
	:	
EUGENE M. GRANT, ET AL.	:	
	:	JULY 16, 2002
DEFENDANT	:	

MOTION TO STRIKE

Defendants Eugene M. Grant ("Grant"), Richard Solomon ("Solomon") and Robert Nagro ("Nagro") (jointly "Defendants"), respectfully move this Court pursuant to practice Book Section 10-39 to strike all counts of the Third Amended Complaint by Plaintiff Yvonne Liebel ("Liebel") against any of the Defendants. In support of this motion, defendants respectfully represent:

1. This action was commenced by a complaint dated February 18, 2000 brought by Liebel and certain corporate entities.

2. In response to repeated requests to revise, the initial complaint was amended multiple times.

3. Eventually, the Third Amended complaint dated October 24, 2000 (the "Complaint") was served. The Complaint has not been further amended since that date.

4. On December 17, 2001, Defendants moved for non-suit against all corporate plaintiffs.

5. On June 27, 2002, this Court granted defendants' motion for non-suit as to all corporate plaintiffs, leaving Liebel as the only remaining plaintiff.

6. Liebel on her own behalf claims a cause of action only as to some (but not all) of the counts in the Complaint. Other counts were brought solely on behalf of corporate entities and have been resolved by the order granting the motion for non-suit.

7. This Court should strike all of the counts brought by Liebel against the Defendants (Counts 18, 19, 20, 21, 22, 23 and 28) for misjoinder (footnote: Misjoinder would also apply to claims made against parties other than the Defendants. Defendants are informed

such parties will file their own motions to strike for the following reasons:

(a) The Complaint misjoins party defendants because certain defendants are affected by some counts and not others. Counts 18, 19, 20, 21 and 22, brought against and affecting only grant, are joined with Counts 13 and 14, brought only against and affecting only Weil, Gotshal & Manges LLP and a member (different in each count) of that firm, while none of these Counts are brought against Solomon or Nagro. Since all of the counts do not affect all of the party defendants, the parties are misjoined; and

(b) The Complaint misjoins claims because there are substantial factual distinctions between the claims such that they do not arise out of the same transaction.

8. Count 18 fails to plead a cause of action for promissory estoppel and should be stricken because:

(a) There are no facts alleged that grant intended to induce reliance;

(b) There are no facts alleged that Grant expected, or had cause to expect, reliance by Liebel;

(c) The facts only allege the promise induced reliance by the corporate entity The Alliance Foundation Inc. ("Foundation"), not Liebel; and

(d) There are no facts alleged that Liebel suffered an injury.

9. Count 19 fails to plead a cause of action for fraudulent misrepresentation and should be stricken because:

(a) There are no facts alleged of misrepresentation of a presently existing fact.

10. Count 20 fails to plead a cause of action for breach of a partnership agreement and should be stricken because:

(a) There are no facts alleged that any agreement had clear and definite terms; and

(b) The claim of an agreement not in writing for the transfer of an interest in real property violates the statute of frauds.

11. Count 21 fails to plead a cause of action for promissory estoppel and should be stricken because:

(a) The promise alleged was one no promissor could expect would be relied upon;

(b) Liebel had a means to determine the true status of the promise and failed to use due diligence;

(c) An oral promise for transfer of an interest in real property violates the statute of frauds.

12. Count 22 fails to plead a cause of action for breach of contract and should be stricken because:

(a) The fact alleges an oral agreement for the transfer of an interest in real property in violation of the statute of frauds; and

(b) The facts allege an oral agreement that was not performable within one year in violation of the statute of frauds.

13. Count 23 fails to plead a cause of action for breach of contract and should be stricken because:

(a) The alleged contract document (Exhibit Z26) demonstrates Liebel is not a party.

(b) The alleged contract document (Exhibit Z26) demonstrates that the only obligations on grant are the corporate entity general homes inc., so Liebel has no claim for breach; and

(c) The plain language of the alleged contract document (Exhibit Z26) demonstrates it is a preliminary term sheet, subject to further revision and reduction to a final written document, not a binding contract.

14. Count 28 fails to plead a cause of action for intentional infliction of emotional distress and should be stricken because:

(a) There are no facts alleged that defendants intended to inflict emotional distress;

(b) There are no facts alleged that constitute extreme and outrageous conduct; and

(c) there are no facts alleged that any distress suffered was severe.

WHEREFORE, Defendants respectfully request this court to strike all counts of the complaint pertaining to them.

DEFENDANTS
EUGENE GRANT, RICHARD SOLOMON AND ROBERT NAGRO

By_____
Joseph L. Chasen

/S/Thomas J. Donlon
Robinson and Cole LLP
695 East Main Street
Financial Centre
P.O. Box 10305
Stamford, CT 06904-2305
(203) 462-7500
(203) 462-7599 fax
Juris No. 101121

X02 CV 01 0167482 S	:	
	:	
THE ALLIANCE FOUNDATION INC., ET AL.	:	SUPERIOR COURT
PLAINTIFF	:	JUDICIAL DISTRICT OF WATERBURY
	:	COMPLEX LITIGATION DOCKET
V.	:	
	:	
EUGENE M. GRANT, ET AL.	:	
	:	JULY 16, 2002
DEFENDANT	:	

ORDER

Motion of Defendants Eugene M. Grant, Richard Solomon and Robert Nagro to strike all counts of the third amended Complaint brought against them is

GRANTED/DENIED

_____

X02 CV 01 0167482 S :

:

THE ALLIANCE FOUNDATION: SUPERIOR COURT
INC., ET AL. :

PLAINTIFF : JUDICIAL DISTRICT OF WATERBURY

: COMPLEX LITIGATION DOCKET

V. :

:

EUGENE M. GRANT, ET AL. :

: JULY 16, 2002

DEFENDANT :

MEMORANDUM OF LAW IN SUPPORT OF MOTION TO STRIKE

Defendants Eugene M. Grant ("Grant"), Richard Solomon ("Solomon") and Robert Nagro ("Nagro") (jointly "Defendants"), submit this memorandum of law in support of their motion to strike the complaint of Yvonne Liebel ("Liebel") pursuant to Practice Book Section 10-39.

Liebel, along with co-plaintiffs Alliance Foundation Inc. (the "Foundation") and Alliance Capital Inc., ("Capital") commenced this action by a complaint dated February 18, 2000. In response to repeat requests to revise, the initial complaint was amended multiple
times. The last complaint served was the Third Amended Complaint dated October 24, 2000 (the "Complaint"). Since then, while there have been substantial procedural disputes (many of them precipitated by improper interlocutory appeals), there have been no further amendments to the Complaint.

On December 17, 2001, Defendants moved for non-suit against all corporate plaintiffs. This Court granted that motion on June 27, 2002, leaving only Liebel as a plaintiff. It is, therefore, now

an appropriate time to address the failings of the Complaint. The Complaint does not, as a matter of law state any cause of action on the part of Liebel. (Footnote: In light of the entry of non-suit against the corporate plaintiffs, this memorandum will only discuss claims made by Liebel against one or more of the Defendants – Counts 18, 19, 20, 21, 22, 23 and 28.

ARGUMENT

The purpose of a motion to strike is to test the legal sufficiency of the allegations of a complaint to state a claim upon which relief can be granted. *Reider v. Arthur Andersen*, 47 Conn. Super. 202, 207 (Waterbury comp. Lit. Dkt. 2001); *see also Sherwood v. Danbury Hospital, 252 Conn. 193, 212-213 (2000).* The trial court is to examine the complaint to determine if the plaintiff has stated a cause of action. *Waters v. Autori, 236 Conn. 820, 825 (1996).* In ruling on a motion to strike, the trial court " is limited to the facts alleged in the complaint." *Novametrix Medical Systems, Inc. v.The BOC Group, Inc., 224 Conn. 210, 215 (1992).* A motion to strike should be granted if the complaint merely alleges conclusions of law unsupported by facts. *Id; see also Gramazio v. Sikorsky Aircraft Corp.*,No. X01 CV-00-0160391, 2001 Conn. Super. LEXIS 386, at 4 (Waterbury Comp. Lit. Dkt. 2001) ("Conclusory statements or statements of legal effect not supported by allegations of fact will not enable a complaint to withstand a motion to strike").

I

THE COMPLAINT MUST BE DISMISSED FOR MISJOINDER OF PARTIES AND CLAIMS

A complaint is subject to a motion to strike for misjoinder if it joins either improper parties or improper claims. A motion to strike is the "exclusive remedy for misjoinder of parties." Practice Book Section 11-3. Likewise a motion to strike is appropriate when claims are misjoined. *Markman T.V. v. Sharp Electronics Corp.*, No. 350731, 1994

Conn. Super. LEXIS 1268 (New Haven Super. Ct. 1994). The present case is an egregious example of misjoinder of both parties and claims. Therefore, the entire Complaint must be stricken.

A. **The Complaint Misjoins Defendants.**

Section 10-21 of the practice Book, in setting forth when joinder may be appropriate, specifically provides that each claim **"shall affect all parties to the action."** (emphasis added). In *Northrop v. town of Clinton*, 14 Conn. Supp. 28 (Middlesex Super. Ct. 1946) the plaintiff had brought one count of conspiracy against the Board of Education, the Town and certain named individuals, and a second count of breach of contract. The court noted that the second count could only be brought against the Board (and perhaps the Town) but not the individuals. The court sustained the demurrer to the complaint for misjoinder on the basis of the same language now appearing in Section 10-21, stating, "inasmuch as the second Count does not affect some of the parties to the action who are affected by the first Count, it is not permissible to join it with the first Count." (Footnote: It is particularly notable in the context of the present case that even including a claim of conspiracy did not allow the joinder of other claims, brought only against some parties.) *See also Purple v. Town of East Hampton*, No. 62100, 1992 Conn. Super. LEXIS 3039 At 4 (Middlesex Super. Ct. 1992) citing *Kolakowski v. Jasinski*, 3 Conn. L. Trib. No. 32, p.13 (1977) and *Herskowitz v. Fiorini*, 3 Conn. L. Trib No. 23, p. 12 (1977) ("Each cause of action must affect all the parties to the action").

Here the Complaint on its face demonstrates that party defendants are misjoined. Each Count states in its heading against which defendant it is brought. Counts 18, 19, 20, 21 and 22 are only brought against Grant. In contrast, Counts 13 and 14 are brought against Weil, Gotshal & Manges LLP ("WGM"), but not against Grant. Moreover, Counts 13 adds only Mark Hoenig as a defendant, while Count 14 adds only David Stone (but not Hoenig). Neither

Solomon nor Nagro are named as defendants in any of these Counts.

Reference to the substance of these Counts confirms that the defendants who are not named in the heading of a particular Count are not, and cannot be, affected by it. Counts 18-22 raise claims of promissory estoppel, fraudulent misrepresentation and breach of contract against Grant concerning an insurance policy on his life and the alleged promise/agreement to transfer his interest in the St. John Building in new York City to Liebel. The law firm of WGM, and attorneys Hoenig and Stone, are not alleged to have any involvement in either transaction. Similarly, Counts 13 and 14 allege claims of legal malpractice of the part of WGM, which do not, and cannot, involve Grant (or Solomon or Nagro). Clearly, the causes of action brought by Liebel do not affect all the defendants and are irreparably misjoined.

B. **The Complaint Misjoins Claims.**

Practice Book Section 10-21 (7) allows joinder of claims "whether in contract or tort or both arising out of the same transaction..." A transaction "is something which has taken place whereby a cause of action has arisen." *Defelippi*, 23 Conn. Supp. 352, 353 (Hartford Super. Ct., 1962). Even if related causes of action similar, they do not constitute a single transaction if there are "substantial enough factual distinctions" surrounding each claim. *Rosado v. Bridgeport Roman Catholic Diocesan corp.*, No. CV-93-0302072S, 1993 Conn. Super. LEXIS 2365 (Bridgeport super. Ct. 1993); see *also Markham T.V.*, 1994 Conn. Super. LEXIS 1268 at 4-6.

In the present case there are more than substantial factual differences to prevent joinder of the claims. For example, Count 18 against Grant, involving a dispute over an insurance policy on his life, involves completely different facts than Count 19-22 involving the St. John Building. Moreover, none of the alleged facts concerning the claims against Grant relate to the malpractice claim

in Count 14 arising out of the preparation of a Private Placement Memorandum. In fact, even the two malpractice claims (Counts 13 and 14) are factually distinct involving different legal services provided at different times. Even on a review most favorable to Plaintiff, Liebel, the various causes of action do not arise out of the same transaction. *See Cecchi v. crane Nuclear, Inc.*, No. CV-01-0804364S, 2002 Conn. Super. LEXIS 317 (Hartford Super Ct. 2002). Therefore, the claims by Liebel must be dismissed for misjoinder.

II

LIEBEL HAS PLED NO CAUSE OF ACTION FOR PROMISSORY ESTOPPEL

Under Connecticut law, a claim of promissory estoppel requires two elements: "the party against whom estoppel is claimed must do or say something calculated or intended to induce another party to believe that certain facts exist and to act on that belief; and the other party must change its position in reliance on those facts, thereby incurring some injury." *Chotkowski v. State*, 240 Conn. 246, 268 (1997). The person claiming such estoppel must, "exercise due diligence to know the truth" and show not only that he or she did not know the truth, but also lacked any means to learn it. *Id.* The promissory is not reliable to one who relied on a promise if objectively the promissory had no reason to expect reliance. *D'Ulisse-Cupo v. Board of Notre Dame H.S.*, 202 Conn. 206, 213 (1987). A third party to the promise cannot claim estoppel. *Commissioner of Public Works v. Middletown*, 53 Conn. App. 438, 448 (1999).

A. The Eighteenth Count Fails To State A Cause of Action For Promissory Estoppel

Liebel's allegations in the Eighteenth Count fail to plead all of a promissory estoppel cause of action. This Count concerns an alleged promise by Grant to pay premiums on an insurance policy

on his life for which the Foundation was the beneficiary. First, there is no allegation that Grant intended to induce any reliance by promising to pay insurance premiums on his life. Second, there is no allegation that Grant expected reliance by Liebel, or had cause to, on a promise to maintain a policy for the benefit of the Foundation. Most importantly the claim only alleges that the promise induced reliance by the Foundation, not Liebel:

> Plaintiff, the Foundation, being induced to believe that it would be financially secure at the time of Defendant Eugene Grant's passing and in total reliance on said promise, did not pursue similar avenues of support to insure future income.

Complaint, Page 211. In the absence of any allegations of a change in position by Liebel in reliance on the alleged promise, Liebel has not pled a cause of action as to her. Moreover, the only injury pled is to the Foundation by incurring expenses to make up said payments. Liebel is only alleged to have made voluntary loan payments to the Foundation, which does not constitute a loss or injury resulting from the promise.

B. <u>The Twenty First Count Fails To State A Cause Of Action For Promissory Estoppel</u>

Count Twenty One deals with an alleged promise by Grant to contribute an interest in New York real property to a Limited Liability Partnership to be formed in the future. Grant cannot be liable since, as alleged, the promise was one no promissor could expect to be relied upon. Paragraph 243 of the Complaint states that Grant told Liebel "to follow up on the structuring of said LLP with the accountants, Reynolds and Rowella and Plaintiff Yvonne Liebel's personal and corporate attorney, Christopher Leonard..." Such an allegation on its face demonstrates there was no agreement on the LLP, which was subject to future discussions with, and input from, the accountants and lawyers. As with any sophisticated

business people, Grant and Liebel understood no agreement was binding until finalized. Further, Liebel had a ready means to determine the true status of the alleged LLP, and any contributions thereto, through her own attorney and the accountants. There is not, and cannot be, an allegation of due diligence on her part.

Not only are the allegations of Count Twenty-One insufficient on their face, they also fail because the claim violates the statute of frauds. The statute of frauds may be raised on a motion to strike where it appears from the pleadings impossible for plaintiff to allege compliance. *Diblast v. Diblast*, 114 Conn. 539, 542 (1932); *see also Montanaro v. Pandolfini*, 148 Conn. 153, 156-7 (1961); *Chapel I Associates v. Mount Vernon Associates*, No. CVNH-9002-3644, 1990 Conn. Super. LEXIS 1983 (New Haven Super. Ct. 1990). Count Twenty-One clearly states that the alleged agreement to contribute the interest in the St. John Building on West Street in New York City was **oral.** *See* Complaint Page 243; *see also Page* 250 (Grant never signed "the necessary documents"). Conn. Gen. Stat. 52-550 provides "that no civil action" may be brought without a written agreement for the transfer of "any interest in or concerning real property." *See also Deluca v. C.W. Blakeslee & Sons*, 174 Conn. 535, 540 (1978). Providing a 37% interest in a building and "his interest in the income from the unit of the St. John Building," constitutes interest in real property and a claim of a promissory estoppel is clearly a civil action. Based on allegations of the Complaint, therefore, it would be impossible to demonstrate compliance with the statute of frauds and Count Twenty-One should be stricken for this reason also.

III

LIEBEL HAS PLED NO CAUSE OF ACTION FOR FRAUDULENT MISREPRESENTATION

Count 19 asserts that it is a claim for fraudulent misrepresentation. The elements of fraudulent misrepresentation are:

(1) that a false representation was made as a statement of fact; (2) that it was untrue and known to be untrue by the party making it; (3) that it was made to induce the other party to act on it; and (4) that the latter did so act on it to his injury.

Lizotte v. Enfield Planning & Zoning Comm. No. CV-8903673525, 1999 Conn. Sup. LEXIS 2383 (Hartford Super. Ct. 1999) *quoting Miller v. Appleby*, 183 Conn. 51, 54-5 (1981); see *also Maturo v. Gerard, 196* Conn. 584, 587 (1985). The false representation must be of an existing fact. *Pavia v. Vanech Heights Construction Co.*, 159 Conn. 512, 515 (1970); see also*Talbot v. Kirkup*, No. 551986, 2000 Conn. Super. LEXIS 2506 at 51 (New London Super. Ct. 2000) A promise of a future act, coupled with a present intention not to fulfill such promise, may be a misrepresentation, but it must be established by something more than mere non-performance. *Flaherty v. Schettino* 136 Conn. 222, 226 (1949); see also *Talbot, 2000.* Conn. Super. LEXIS 2506 at 52.

Nowhere in Count 19 is there an allegation of a presently existing fact being misrepresented. The only statement referred to is a promise to transfer certain property in the future. This neither a statement of a fact nor a reference to a present time state of affairs. Nor are any facts alleged that the alleged promise was not intended to be carried out at the time it was made. The Complaint claims only that subsequently a promise was not performed, which does not plead fraudulent misrepresentation. Thus the allegations of Count 19 are simply inadequate to support a cause of action for fraudulent misrepresentation.

IV.

LIEBEL HAS PLED NO CAUSE OF ACTION FOR BREACH OF CONTRACT

In Counts 20, 22 and 23 Liebel seeks to raise a claim of breach of contract. However, Liebel has failed to allege the existence of any agreement, or any breach thereof.

A. Count 20 Fails To State A Cause Of Action For Breach Of Partnership

To form an agreement between two parties "there must be a bargain in which there is a manifestation of mutual assent." *Bartomeli v. Bartomeli, 65* Conn. App. 408, 414 (2001). "The agreement must be definite and certain as to its terms and requirements." *Id; see also Dunham v. Dunham,* 204 Conn. 303, 313 (1987) (contract was not definite or certain enough to be enforced). Here there are no certain and definite terms. Liebel only alleges a "partnership with the express purpose of investing in projects for profit to advance their personal and partnership goals." Complaint, Page 219. This is clearly too vague and general to allege an actual mutual assent to anything.

Moreover, the breach alleged is Grant's failure to contribute his interest in the St. John Building in New York City. As described above (Section II.B.), an agreement for the transfer of an interest in real property must be in writing, to comply with the statute of frauds. Here, Liebel does not, and cannot, allege a written partnership agreement for the transfer of such property. Therefore Count 20 violates the statute of frauds and must be stricken.

B. Count 22 Fails To State A Cause Of Action For Breach Of Contract

The alleged contract at issue in Count 22 was to "assign to (Liebel), and convey to her, his one-half (1/2) interest in the St. John Building, 330-350 West Street, New York." Complaint, Page 253. However, Count 22 specifically alleges that the parties "entered into an express oral agreement." *Id:* (emphasis added). Thus, Liebel is alleging breach of an agreement, not in writing, for the transfer of an

interest in real property. This is a clear violation of the statute of frauds.

Moreover, in paragraph 253 of Count 22, Liebel alleges that the transfer of interest was to be paid to her every year "for the duration of her life." Thus, the oral agreement also violates section 5 of the statute of frauds, Conn. Gen. Stat. Section 52-550 (a)(5), which requires an oral agreement to be performable within one year. Count 22 must, therefore, be stricken.

C. **Count 23 fails To State A Cause Of Action For Breach Of Contract**

Count 23 claims that the letter of august 2, 1996, Complaint, Exhibit Z26 (a copy of which is attached hereto for ease of reference), constitutes a written contract. However, regardless of the validity of this so-called contract, the alleged agreement only creates obligations on the part of Alliance Capital and Grant, not Liebel. There is no exchange of consideration or promises that indicate Liebel is even a party to this alleged contract rather than merely a signatory on behalf of the corporations of which she constantly asserts she is an officer, director and principal shareholder.

Moreover, the only obligations on the part of Grant are to the corporation General Homes, Inc., not to Liebel, so she has no claim for breach. The letter states:

GENERAL HOMES, INC.

1. Eugene M. Grant will purchase through a subscription agreement 3% of General Homes, Inc. for the amount of $240,000 a year for a minimum of ten (10) years payable at $20,000 per month secured by the income generated to him through his 37% ownership position in the St. John Building, New York, New York.

Exhibit Z26, p.2. The Complaint (Page 261) specifically alleges that Grant was obligated to General Homes, and that his alleged breach was failure to continue the purchase from General Homes (Page 266). There is no allegation in the Complaint, nor could there be in light of the express language of Exhibit Z26, of any obligation on the part of Grant (or any other party) to Liebel. Thus, this is not a contract between Grant and Liebel at all. If anything it is a contract between Alliance Capital, Grant and General Homes. (Footnote: Any claim General Homes may have had was disposed of by the June 27, 2002 ruling on the motion for non-suit.)

Further, the plain language of Exhibit Z26 demonstrates that the document it is not a contract, but merely a preliminary term sheet that is subject to further revision and finalization in a written document. The letter states that its originator (Liebel's attorney), "will proceed with the paperwork to implement the wishes of the parties so that we can move toward executing paperwork upon Eugene (Grant)'s return from Maine and Yvonne (Liebel)'s return from Israel." Exhibit Z26, p.2 (emphasis added). Clearly any actual contract was intended to be executed after the formal written document (the "paperwork") was prepared by that attorney. Thus, on its face, the Count does not allege a contract and there can be no cause of action for breach. *See Suffield Dev. Assoc. v. Society for Savings*, 243 Conn. 832 (1998) (proof of the existence of a contract is necessary to recover on an action for breach).

V.

LIEBEL HAS PLED NO CAUSE OF ACTION FOR INTENTIONAL INFLICTION

Count 28 alleges intentional infliction of emotional distress against the Defendants, as well as other parties. The elements of intentional infliction are; (1) the person intended his conduct to inflict emotional distress; (2) the conduct was extreme and outrageous; (3) the conduct caused emotional distress, and (4) the

distress was severe. *Appleton v. Stonington Bd. Of Ed.* 254 Conn. 205, 210 (2000). Here, rather than pleading facts to prove these four elements, Liebel has merely recited conclusory statements which are not sufficient. *See e.g. Novametrix Medical Systems*, 224 Conn. At 215. Liebel has offered no facts from which to even infer that Defendants acted with the intent to inflict emotional distress. This element requires more than merely that Defendants performed the alleged acts (cutting off funds to the Foundation, attempting to take control). Rather, there must be facts alleged to show the purpose was emotionally injure Liebel, and there are none. (Footnote: The further allegation that defendants' conduct interfered with Liebel's ability to obtain counsel is first contradicted by the complaint itself (since Liebel was represented by counsel when this Complaint was filed and for a year thereafter), and second, cannot possibly meet the test.

Nor do the facts alleged constitute extreme and outrageous conduct. Whether the conduct is sufficient to qualify as extreme and outrageous is a question for the court. At most, Defendants are alleged to have acted for their own benefit to acquire control of what Liebel alleges was financially valuable entity. That is certainly not beyond the furthest bounds to be considered intolerable in today's society. In *Appleton*, the Supreme Court found forcing a person to undergo psychiatric examination in addition to calling the police and having a person escorted out of the building, while it "may very well have been distressing and hurtful" and could not be condoned, was not extreme and outrageous. Id., at 212. *See also Petyan v. Ellis*, 200 Conn. 243, 254 (1986) (after firing employee ostensibly for poor performance, employer's report to state unemployment office that employee was terminated "mainly for fraud and lying" found not to be "outrageous"); *Muniz v. Kravis*, 59 Conn. App. 704, 706-07 (2000) (sending armed security guard to notify employees they were fired and had to vacate apartment in 24 hours, when defendant knew that employee wife was en route to Spain with her daughter, and that her husband was recovering from surgery, was not "extreme and outrageous").

Rather than facts, Liebel has contented herself to simply repeat the legal standards that "their acts whet beyond any possible bound of decency" (Complaint, Page 307) and that the acts "resulted in severe and extreme emotional distress." (Complaint, Page 306). Such statements of legal conclusions are insufficient.

Liebel also does not allege facts that her distress was "severe." She only alleges stress, loss of sleep and anxiety. Connecticut law requires that the plaintiff must show the distress is 'sufficiently severe, genuine and extreme that no reasonable person should be expected to endure it." *Gilman v. Gilman*, 46 Conn. Supp. 21, 23 (1999); see also Restatement (Second) Torts, Section 46, Comment (j) ("Complete emotional tranquility is seldom attainable in this world and some degree of transient and trivial emotional distress is part of the price of living among people.") Liebel's allegations of stress and loss of sleep are insufficient as a matter of law to constitute severe distress. See *e.g., U.S.A. Oil Inc. v. Smith*, 415 So. 2d 1098, 1110 (Ala. Civ. App. 1982) (Footnote: U.S.A. Oil was cited as persuasive authority in Petyan, 200 Conn. at 253). (plaintiff who complains conduct affected her sleep, cried a lot and went to doctor held not to have suffered "severe" distress, or that the conduct was extreme and outrageous or that the distress was severe, Count 28 must be stricken.

CONCLUSION

For the foregoing reasons, the motion to strike all claims by Plaintiff Yvonne Liebel against Defendants should be granted.

DEFENDANTS
EUGENE GRANT, RICHARD
SOLOMON AND ROBERT NAGRO

By_____

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APPENDIX C

"Motion to Strike" and "Memorandum of Law in Support of Motion to Strike" (By Defendants Weil, Gotshal and Manges LLP; David Stone and Mark Hoenig) 8/15/02

D.N.: X02 CV 01 0167482 S	: SUPERIOR COURT
	:
YVONNE LIEBEL,	: J.D. of WATERBURY
	:
Plaintiff	: COMPLEX LITIGATION DOCKET
	:
VS.	: WATERBURY
	:
EUGENE M. GRANT, ET AL.	: AUGUST 15, 2002
Defendant	:

MOTION TO STRIKE

Defendants Weil, Gotshal & Manges LLP ("WGM"), Mark Hoenig ("Hoenig"), and David Stone ("Stone") (hereafter together referred to as the "Weil Defendants"), by and through their attorneys of record, hereby respectfully move the Court for an order pursuant to Practice Book Section 10-39 et. Seq. striking the Counts in the Third Amended Complaint ("the Complaint") seeking to plead or make out claims against the Weil Defendants.

The allegations set forth in the Complaint have been narrowed and limited by virtue of the Court's ruling on June 27 of this year wherein an Order of Non-Suit was entered against the Alliance Foundation, Inc. ('the Alliance Foundation"); Alliance

ORAL ARGUMENT REQUESTED
TESTIMONY NOT REQUIRED

Capital Inc. (Alliance Capital"); General Homes, Inc. ("General Homes"); and, Alliance International Development Corporation ("Alliance International"). The Court's June 27 Decision granting Defendants' Motion for Non-Suit operated to leave Yvonne Liebel ("Liebel") as the ***sole plaintiff*** in this matter.

For the reasons and rationale that follow, and based on the discussion in the accompanying memorandum of Law in Support of motion to strike, the three Counts that remain against the Weil defendants are insufficient and should be stricken. The Complaint does not set forth a cause of action against WGM, Hoenig and stone.

For a brief statement of this matter's procedural history, the Court is referred to the motion to strike dated July 16, 2002 served and filed on behalf of defendants Eugene Grant ('Grant"), Richard Solomon ("Solomon") and Robert Nagro ("Nagro"). To summarize rather broadly the present status of the pleading before the court,

Liebel has attempted to put forth a panoply of unsupported irresponsible and unfounded allegations against the defendants appearing in the caption. There have been four iterations of Liebel's lamentations: an initial complaint and three amendments, culminating in the Complaint before the Court – a bulky tome with twenty- eight counts spouting a wide array of perceived wrongs. As noted previously, the Alliance Foundation, Alliance International, General Homes and Alliance Capital have been dismissed out of this action by the Court's June 27 decision.

That decision is significant for its narrowing effect on the allegations in the Complaint. Rather than twenty-eight (28) counts of miscellaneous wrongs and alleged bad actions arising out of the imagination and unique perspective of Liebel, there now remain three (3) distinct claims sought to be plead against the Weil Defendants, which should be addressed and dismissed. (Footnote: As the court may note, the undersigned counsel also represents defendants Bridge to Brotherhood, Inc. ("BTB"), Ira Millstein ("Millstein") and Marvin Jacob ("Jacob"). As to these defendants, there is presently pending a Motion to dismiss on jurisdictional grounds directed to the third amended complaint. It was served and filed prior to the Court's June 27 decision dismissing all of the plaintiffs but for Liebel. Should this motion to strike be successful, it is anticipated that the jurisdictional motion would be withdrawn, and, a separate motion to strike would be submitted on behalf of BTB, Millstein and Jacob.)

At the outset, without getting to the specific allegations in the counts purporting to set forth claims on behalf of Liebel, the Complaint is subject to being stricken in its entirety by virtue of Liebel's improper joinder of parties and claims. The nine (9) counts which remain are a mix of diverse claims against diverse parties arising out of diverse circumstances. (Footnote: the Counts remaining are as follows: Count 13 – Malpractice against WGM and Hoeing; Count 14 - Malpractice against WGM and Stone; Count 18 – Promissory Estoppel against Grant; Count 19 – Fraudulent

Misrepresentation against Grant; Count 20 – Breach of Partnership against Grant; Count 21 – Promissory Estoppel against Grant; Count 22 – Breach of Contract against Grant; Count 23 – Breach of Contract against Grant; and , Count 28 – Intentional Infliction of Emotional Distress against all of the named defendants.) In that the counts pled affect certain defendants and do not affect others, and, in that there are substantial factual distinctions between the claims such that they most certainly do NOT arise out of the same transaction or set of facts and circumstances, the parties and claims in the Complaint are misjoined. As such, the appropriate remedy is the striking of the Complaint.

With respect to the specific claims against the Weil defendants which have survived the June 27 decision, the Counts at issue are Count 13 – against WGM and Hoeing seeking to allege malpractice; Count 14 – against WGM and Stone seeking to allege malpractice; and Count 28 – against all the listed defendants seeking to assert for the intentional infliction of emotional distress.

Counts 13 and 14 ("Malpractice') fail to state or plead a cause of action that may survive the Court's scrutiny insofar as (1) Plaintiff cannot demonstrate, or hope to demonstrate, as a threshold matter that the requisite attorney/client relationship existed as and between herself and defendants; and (2) Plaintiff did not plead and cannot show that a duty was owned to her in her individual capacity.

Count 28 seeks to make out a claim for the intentional infliction of emotional distress. Liebel has failed to set forth facts sufficient to support a conclusion that the defendants intended to inflict emotional distress by their disparate and distinct conduct; has failed to set forth facts which could support a finding that the act (s) and/or omissions(s) alleged (even if taken as true) would or could constitute extreme and outrageous conduct; and, has failed to articulate facts capable of supporting the notion that the distress alleged to have been sustained by Liebel was severe in nature.

Based on the foregoing and based on the accompanying Memorandum of Law, defendants WGM, Hoenig and Stone respectfully request that the court strike Count 13, Count 14 and Count 28 – the entirety off the Counts in the Third Amended Complaint as modified by the Court's June 27, 2002 decision which seek to allege claims against WGM, Hoenig and Stone.

DEFENDANTS
WEIL, GOTSHAL & MANAGES LLP,
MARK HOENIG AND DAVID STONE

By _____
/S/Michael K. Stanton, Jr.
HALLORAN & SAGNE LLP
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Juris No. 305775
Their Attorneys

ORDER

The foregoing Motion to Strike, having come before the Court and having been duly heard, it is hereby ORDERED:

GRANTED/DENIED.

Dated: Waterbury, Connecticut
September , 2002

THE COURT

By:_____
Hon. Michael R. Sheldon

D.N.: X02 CV 01 0167482 S	: SUPERIOR COURT
	:
YVONNE LIEBEL,	: J.D. of WATERBURY
	:
Plaintiff	: COMPLEX LITIGATION DOCKE T
	:
V.	: WATERBURY
	:
EUGENE GRANT; ROBERT NAGRO; RICHARD SOLOMON; WEIL, GOTSHAL and MANGES, LLP; MARK HOENIG; DAVID STONE; RIDGEFIELD BANK; REYNOLDS AND ROWELLA; PRICEWATER-HOUSECOOPERS, LLP/KESSELMAN & KESSELMAN; BRIDGE TO BROTHERHOOD, INC.; IRA MILLSTEIN; MARVIN JACOB	: AUGUST 15, 2002
Defendants	:

MEMORANDUM OF LAW IN SUPPORT OF DEFENDANTS' MOTION TO STRIKE

This Memorandum of Law is respectfully submitted on behalf of defendants Weil, Gotshal and Manges LLP ("WGM"), Mark Hoenig ("Hoenig") and David Stone ("Stone") collectively herein referred to as the "Weil Defendants,"(Footnote: Defendants Ira Millstein, Marvin Jacob and Bridge to Brotherhood, Inc. have filed a Motion to Dismiss for lack of personal jurisdiction, which is

currently pending before this Court) in support of their Motion to Strike the Third Amended Complaint ("the Complaint") of Plaintiff Yvonne Liebel ("Liebel") pursuant to Practice Book Section 10-39.

Preliminary Statement

Defendants' Motion for Non-Suit against all corporate plaintiffs, filed with this Court on December 17, 2001, was granted on June 27, 2002. (Footnote: In light of the Court's Order, this Memorandum will only address claims alleged by Liebel individually against one or more Defendants- specially, Counts 13, 14, 18, 19, 20, 21, 22, 23 and 28. Defendants will not address those claims asserted by the corporate plaintiffs.) Therefore, only the claims asserted on behalf of Liebel individually remain. For the reasons set forth below, Plaintiff's remaining claims should be dismissed.

Statement of Facts

ARGUMENT

Defendants' Motion to Strike should be granted because Liebel's allegations are legally insufficient even when read in a manner most favorable to sustaining their sufficiency. Peter Michael, Inc. v. Sea Shell Assoc., 244 Conn. 269 (1998). Here, Liebel's allegations are wholly insufficient to sustain the claims brought by Liebel individually in the Complaint.

POINT I

LIEBEL'S ALLEGATIONS DO NOT SUPPORT CAUSE OF ACTION FOR LEGAL MALPRACTICE

The plaintiff in an action for malpractice must establish: (1) the existence of an attorney-client relationship; (2) the attorney's wrongful act or omission; (3) causation; and (4) damages. Mayer v. Biafore, 245 Conn. 88 (1998). (Footnote: Malpractice is commonly defined as "the failure of one rendering professional services to exercise that degree of skill and learning commonly applied under all the circumstances in the community by the average prudent reputable member of the profession with the result of injury, loss or damage to the recipient of those services." Davis v. Margolis, 215 Conn. 408, 415 (1990). "To state a claim for legal malpractice (a plaintiff) must (demonstrate) that there was an attorney-client relationship, that the attorney was negligent in his representation of the client and that this negligence caused (the plaintiff) some loss." Fiaschetti v. Vannucci, 1994 WL 518255 (Conn. Super. Ct. Sept. 14, 1994). Here, Defendants' Motion to Strike should be granted because Liebel's Complaint utterly fails to plead the necessary elements for legal malpractice.

A. The Third Amended Complaint Fails to Allege facts establishing an Attorney- Client Relationship between the Weil Defendants and Liebel Individually.

Liebel fails to expressly allege the prerequisite attorney-client relationship. See Mayer-Wittman Joint ventures Inc. v. Gunther International, LTD., 1994 WL 271795, 4 (Conn. Super. Ct. June 6, 1994)(no indication that plaintiff was ever represented by defendant attorneys in a personal manner). Although Liebel was the person through whom the Weil Defendants advised the Alliance Foundation, it does not by any means necessarily follow that Liebel thereby becomes an individual client of the Weil Defendants. It is well-settled that an attorney representing a corporation or similar entity does not necessarily represent the corporations constituents. Id. (Footnote 4 : While "there is little case law in Connecticut addressing whether attorneys who represent closely held corporations also have attorney-client relationships with the individual directors, officers and shareholders of that corporation,"

(Mayer-Wittman v. Joint Ventures, Inc., 1994 WL 271795, 1 (Stamford Super. Ct. June 6, 1994), other jurisdictions demonstrate the well-settled rule. See Carlson v. Byron, 475 N. W. 2d 882, 891 (Minn.1991) (representing a corporation does not automatically establish an attorney-client relationship between corporate counsel and corporation's officers, directors, shareholders and other constituents); Novak v. Scalesse, 43 Conn. App. 94, 101 n.6, granted in part, 239 Conn. 925 (1996) (lawyer who represents a partnership does not thereby become counsel for or owe duty to partners); Wayne v. Shore Lobster & Shrimp Co., 537 F. Supp. 1220, 1223 (S.D.N.Y 1982)(where corporation did not counsel any shareholder individually and firm billed corporation, shareholder's belief that firm was his counsel was unreasonable).

Liebel has utterly failed to establish the existence of an attorney-client relationship between herself and the Weil Defendants. There is no allegation or indication that the Defendants entered into an express or implied agreement with Liebel to render legal services to her. See Comeau v. Walsh, 1998 WL 1181160 at 2 (Mass. Super. Dec. 15, 1998). Not even the broadest possible reading of the Complaint establishes a direct or inferred attorney-client relationship between the Weil Defendants and Liebel.

First, the Complaint is utterly devoid of any factual allegation asserting an express attorney-client agreement between the defendants and Liebel. See Sheinkopf v. Stone III, 927 F. 2d 1259, 1264 (1st Cir. 1991) (appellant never asserted the existence of an express agreement to provide legal services between him and the attorney under Massachusetts law). See also First Republic Bank v. Brand, 20001 WL 1112972 (Penn. Ct. of Common Pleas April 30, 2001)(defendants have not attached a contract evidencing any relationship between themselves and the firm, forcing the court to focus solely on whether an implied relationship existed). The Complaint does not contain a single allegation that the Weil Defendants represented Liebel in a personal capacity. Rather, Plaintiff's allegations assert only that the Weil Defendants were

retained to represent the Alliance Foundation. (Footnote 5: As stated supra, this Court granted Defendants' Motion for Non-Suit as to the corporate Plaintiffs on June 27, 2002 leaving only Liebel as a plaintiff. (See Memorandum Order RE: Defendant's Motion for Nonsuit at 7). In fact, the Complaint merely alleges that "WGM and its attorneys served as the *Foundation*'s exclusive pro bono legal since Plaintiff, Yvonne Liebel enlisted them." (3rd.Am. Compl. Page 7)(emphasis added).

In Catizone v. Wolfe, 71 F. Supp 2d 365, 367 (S.D.N.Y. 1999), which involved a determination of whether an attorney was counsel solely for a corporation or was also acting on the plaintiff's behalf, the court found that there was no attorney-client relationship with the plaintiff based on the following factors: (1) there was no fee arrangement; (2) there was no contract indicating that the attorney accepted representation; (3) there was insufficient proof that the attorney performed legal services gratuitously; (4) there was no actual representation of the individual outside the corporation; and (5) plaintiff possessed an unreasonable belief that the attorney was representing him.

Applying such factors to the allegations in the Complaint, it is clear that no attorney-client relationship existed. Liebel docs not allege that she paid for or accepted personal representation and there is no other indication that Defendants represented Liebel outside of her capacity as an agent for the Alliance Foundation. Liebel simply "expressed" the instructions, wishes and authorization of the Foundation." (3rd. Am. Comp. Page 1750. Most significantly, Liebel utterly failed to assert any belief, much less a reasonable belief, that she was represented by the Weil Defendants in an individual capacity. Accordingly, the Complaint is devoid of any factual allegations to counter the otherwise well-settled rule that representing a corporation does not establish an attorney-client relationship with constituents of such entity.

1. Count 13 – WGM/Hoenig

Count 13 alleges that WGM and Hoenig are liable for legal malpractice. However, the claim utterly fails to allege an attorney-client relationship between WGM and/or Hoenig and Liebel. There are simply no factual allegations to support a finding that the WGM or Hoenig represented Liebel in a personal capacity. In fact, the Complaint contradicts such finding on its face. For example, Count 13 specifically states that "Dan Casagrande" was "Liebel's personal attorney."(3rd. Am. Comp. Page 173). Moreover, Liebel alleges that Hoenig acted against the express "authorization of the Foundation (as) expressed by co-plaintiff and CEO Liebel." (3rd Am. Comp. Page 175). Such allegations operate to confirm and recognize unequivocally that defendants represented Alliance Foundation, no longer a plaintiff in this action, and did not represent Liebel in a personal capacity. Any involvement with or contact between the Weil Defendants and Liebel was solely as a result of Liebel's position with the corporate Alliance entities, no longer Plaintiffs in this action.

2. Count 14 – WGM/Stone

Similarly, Count 14 does not allege an attorney-client relationship between WGM and/or Stone and Liebel. Here again, Liebel negates any inference of personal representation by alleging that Stone "used and abused his authority as an agent for the Foundation in violation of his duty." (3rd. Am. Comp. Page 14). The Third Amended Complaint therefore specifically states that Stone was counsel to the Alliance Foundation and not Liebel's personal attorney.

Therefore, even if the allegations in the Complaint are construed in a manner most favorable to Liebel, she fails to demonstrate that the Weil Defendants represented her separate and apart from her affiliation with the Alliance Foundation.

Liebel has not alleged that she had attorney-client relationship with the Weil Defendants which was distinct from her role as an officer of Alliance foundation. The pleading before the Court therefore fails as a matter of law. Accordingly, the Weil Defendants' Motion to Strike Counts 13 and 14 for legal malpractice should be granted.

B. The Weil Defendants Could Not Have Breached A Duty Owed to Liebel Because No Attorney-Client Relationship Existed Between Liebel and The Weil Defendants.

Liebel's allegations that the Weil Defendants breached a duty within the attorney-client privilege fail as a matter of law. The attorney-client privilege applies to communications (1) made by the client; (2) to his or her attorney; (3) for the purposes of obtaining legal advice; (4) with the intent that the communication be kept confidential. See Pagano v. Ippoliti, 245 Conn. 640, 649 (1998). (Footnote 6: The attorney-client privilege is strictly construed and is applied only when necessary to achieve its purpose. See Kowalonevk v. Lane, 2000 WL 486961 at 2 (Conn. Super. Ct. April 11, 2000). Importantly, then, there must be an attorney-client relationship in order for the duty to arise. Hall v. Kasper Assoc., 1999 WL 1034678 at 2-3 (Conn. Super. Ct. Oct. 27, 1999) (attorneys generally not liable to persons other than their clients for negligent rendering of legal services). Accordingly, plaintiffs that cannot establish an attorney-client relationship do not have a legally recognizable claim for malpractice. See Catizone, 71 F. Supp.2d at 372 (plaintiff failed to establish support for attorney-client relationship; therefore, plaintiff's malpractice claim was dismissed). If a court determines, as a matter of law, that a defendant owes no duty to a plaintiff because no attorney-client privilege exists, the plaintiff cannot recover from the defendant.

In Count 13, Liebel alleges that "Hoenig... against the express instructions... of the Foundation, expressed by co-plaintiff and CEO, Yvonne Liebel, and in violation of his agreement and his

duty within the attorney/client privilege, released confidential information, including but not limited to the written proposed settlement letter." (3rd. Am. Compl. Page 175). Any duty arising under an attorney-client privilege was owed, in theory, to the Alliance Foundation and not to Liebel as an individual. The extent of Liebel's interaction with Defendants was limited to "express(ing)" the "instructions... of the foundation." (3rd. Am. Compl. Page 175). Because the Weil Defendants did not represent Liebel, she is owed no duty and is therefore not entitled to bring a claim for an alleged breach of the attorney-client privilege.

C. Liebel Has Failed to Sufficiently Plead Causation and Damages

Liebel has failed to allege both causation and damage. In Connecticut, a plaintiff must allege that she suffered actual damages as a proximate result of a defendant's actions. Chisholm v. Williams, 1996 WL 383400 at 1 (Conn. Super. Ct. June 14, 1996); see also Vanacore v. Kennedy, 86 F. Supp.2d 42, 48 (D. Conn. 1998). (Footnote 7: the elements of causation and damages in a malpractice action are closely related. See Schweizer v. Mulvehill, 93 F. Supp.2d 376, 395 (S.D.N.Y. 2000)(if causation is lacking, it can frequently be said that there are no damages). Mere conclusory allegations are not generally sufficient to plead causation. See In re NAHC, Inc. Securities Litigation, Fed. Sec. L. Rep. P 91, 614 at 22 9E.D.Pa. 2001). Further, the rule for proof of damages in legal malpractice is stringent. Schwiezer v. Mulvehill, 93 F. Supp.2d 376, 395 (S.D.N.Y. 2000)(lawyer's conduct must have caused damages that are actual and ascertainable.)

Liebel has utterly failed to plead causation. In Count 13, Liebel alleges that Hoenig's release of certain confidential information, including a proposed settlement letter, "undermined and sabotaged the strategies intended to be used in (the) settlement." (3rd. Am Compl. Pages 172, 177). However, Liebel fails

to allege the requisite chain of causation beginning with the Weil Defendants' actions and ending with the alleged harm to her individually. (3rd. Am. Compl. Page 179). First, Liebel does not allege how the release of confidential information in fact undermined and sabotaged the settlement. (3rd. Am. Compl Pages 174-179). Furthermore, Liebel does not state how the "sabotage" caused the alleged injury. See St. Denis v. Toledo, 2002 WL 845689 at 4 (Conn. Super. Ct. April 5, 2002) (plaintiff's allegation that defendants "used confidential information" against plaintiff was conclusory and unsupported by any facts illustrating the defendants' use of confidential information against plaintiff).

Similarly in count 14, Liebel alleges that Stone sent a draft private placement memorandum to the New York offices of the Government of Israel without Liebel's consent, thereby "caus(ing) the Foundation the loss of its relationship with the Government of Israel and the UJA/Jewish Agency, as well as the loss of its ability to implement its tax rulings." (3rd. Am. Coml page 179-184). Again, Liebel utterly fails to allege how the loss of this relationship was a proximate result of Stone's alleged conduct.

In addition, to causation, plaintiff must also allege injury. The rule for proof of damages in legal malpractice is stringent. See Schweizer, 93 F. Supp.2d at 395. Accordingly, any loss or damages alleged must be actual and ascertainable. See Id. Mere speculation of loss resulting from an attorney's alleged wrong is insufficient to sustain a prima facie case in malpractice. See id.

In St. Denis, the defendant's motion to strike was granted in its entirety. The court found the plaintiff's complaint insufficient because the only direct injury alleged was to a nonparty corporation. 2002 WL 845689 at 3. Moreover, the court determined that the counts failed to demonstrate a casual connection between defendant's alleged breach or wrongful conduct and any direct injury to the plaintiff. See id.

Similarly, here the harm alleged in the Complaint was incurred, if at all, by the alliance Foundation, not Liebel. It was the Alliance Foundation which was allegedly "depleted of corporate capital"; "lost its relationship with Israel and the UJA;" and lost "its ability to implement its tax rulings." (3rd. Am. Compl. Pages 179, 183).

The only allegation of personal injury stated in Count 13 was that Liebel was forced to "go into severe debt." (3rd. Am. Compl. Page 179). See Denis, 2002 WL 845689 at 3 (plaintiff's complaint insufficient because the only direct injury alleged was to a nonparty corporation). Significantly, the Complaint fails to state how Defendants' alleged breaches constituted a substantial factor in creating that debt. (Footnote 8: Plaintiff is in essence a third party to any alleged harm cause by Defendants to the Alliance Foundation. Determining when an attorney should be held liable to parties with who they are not in privity is a question of public policy. See Krawczyk v. Stingle, 208 Conn. 239 (1988). In addressing this issue, courts have looked to whether the purpose of the transaction was to benefit the third party; id. At 245. Additional factors include: the forseeability of harm to the third party; the degree of proximity of the injury to the conduct complained of; the impact on the public policy of preventing future harm; and the burden on the legal profession that would result from the imposition of liability. Id. at 245-6. No conduct alleged in the Complaint engaged in with the purpose of benefiting Liebel. Moreover, any harm incurred by Liebel was not reasonably foreseeable by defendants.) Finally, Liebel alleges that she, along with the alliance Foundation, and "as a direct and proximate result (of Defendants' conduct), suffered actual and consequential damages, the full extent of which has not yet been determined." (3rd. Am. Compl. Pages 180, 184). Clearly, Liebel is simply restating a legal conclusion instead of alleging specific facts. It is well settled that such substitutions are insufficient to survive a motion to strike. See e.g. Denis, 2002 WL 845689 at 4.

Accordingly, the Court should grant the Weil Defendants' motion to strike Counts 13 and 14 for legal malpractice and breach of the attorney-client privilege.

POINT II

DEFENDANTS' MOTION TO STRIKE MUST BE GRANTED FOR MISJOINDER OF CLAIMS AND PARTIES

In Connecticut, a complaint is subject to a motion to strike The exclusive remedy for both misjoinder of claims and parties is by motion to strike. See Bertelson v. City of Norwich, 2001 WL 459058, 1 (Conn.Super. Ct. May 11, 2001)(exclusive remedy for misjoinder of parties is by motion to strike). See also Practice Book Section 11-3 (motion to strike is exclusive remedy for misjoinder of parties). Here, defendants' motion to strike should be granted because Liebel's Third Amended Complaint improperly joins both parties and claims.

A. Liebel Improperly Joins Counts 13 and 14 with Counts 18-23

Connecticut law permits joinder of separate causes of action arising out of the same transaction or transactions connected with the same subject of action. See Conn. Gen. Stat. Section 52-97(7); Practice Book Section 10-21. (Footnote 9: A "transaction" must consist of an act or an agreement, or several acts or agreements having some connection with each other, in which more than one person is concerned, and by which the legal relations of such persons between themselves are altered. See Craft Refrigerating Machine Co. v. Quinnipac Brewing Co., 63 Conn. 551, 560-61 (1883); see also Bertelson, 2001 WL at 1.) Connecticut courts construed the

statutory provisions and court rules governing joinder of claims liberally and in favor of judicial economy. See DeFelippi v. DeFelippi, 23 Conn. Supp. 352 (Conn. Super. Ct. 1962). Despite judicial favor for litigation of related controversies, distinct causes of action may not be joined in the absence of the requisite commonality. See Myers v. Long 23 Conn. Supp. 93, 93-4 (Conn. Super. Ct. 1961). Here, Liebel has improperly joined Count 13-14 with Counts 18-23.

Simply put, Liebel's claims clearly do not arise out of the same transaction or transactions. See Myers, 23 Conn. Supp. At 93-4 (Conn. Super. Ct. 1961) (even though policy favors litigation of related controversies in a single action, distinct causes of action may not be joined in one complaint unless they arise out of the same transaction or transactions connected with the same subject of action and unless they affect all the parties to the action). A transaction is "something which has taken place whereby a cause of action has arisen." DeFelippi v. DeFelippi, 23 Conn. Supp. 352, 353 (Hartford Super. Ct. 1962). Even if related causes of action are similar, they do not constitute a single transaction if there are substantial factual distinctions surrounding each claim. See Rosado v. Bridgeport Roman Catholic Diocesan Corp., No. CV-93-0302072S, 1993 WL 382121 at 1 (Conn. Super. Ct. Sept. 13, 1993).

In Counts 18 through 23, Plaintiff alleges that Defendant Eugene Grant breached various personal promises and/or contracts and made certain fraudulent misrepresentations to Liebel. (3rd Am. Compl. Pages 208-267). Specifically, Count 18 involves a dispute over the life insurance policy "on (Grant's) life for the benefit of the Office of the President of Plaintiff, Foundation." (3rd. Am. Compl. Pages 208-215). By contrast, Counts 19 through 23 involves fraudulent misrepresentation and breach of partnership agreements related to certain agreements about the St. John Building in New York. Counts 13 and 14 concern the legal malpractice claims against the Defendants. (3rd. Am. Compl. Pages 170-184).

It cannot be reasonably maintained that these claims arise out of the same transaction and are therefore properly joined. See, e.g. Palmer v. Allstate Idemnity Co.,2000 WL 157924, 2 (Conn. Super. Ct. Jan. 27, 2000) (because counts alleged by plaintiff arise out of the same set of operative facts, namely, her car accident and Allstate's subsequent refusal to pay on her claim, the counts are properly joined... in one complaint"). See also Guidi v. Mitchell, 1999 WL 1097818, 4 (Conn. Super. Ct. Nov. 16, 1999)(the intelligence and insurance claims involve the same issues and facts, and the court concludes that judicial economy would be well served if both claims were tried together).

Here, Plaintiff attempts to join completely separate and distinct causes of action. There is absolutely no common nucleus of law or fact by which Liebel can claim that the malpractice claims against the Weil Defendants may be joined with breach of contract claims against Grant.

B. The Complaint Misjoins Defendant Parties

Connecticut law also requires "that the several causes of action...shall affect *all parties* to the action." (emphasis added). See Practice Book Section 10-21. See, e.g. Northrup v. Town of Clinton, 14 Conn. Supp. 28, 30 (Middlesex Super. Ct. 1946) ("inasmuch as the second Count does not affect some of the parties to the action who are affected by the first Count, it is not permissible to join it with the first Count").

Here, the Complaint clearly misjoins Defendants. Counts 18, 19, 20, 21, 22, and 23 are solely brought against Defendant Grant. By Contrast, Counts 13 and 14 are brought against the Weil Defendants. Specifically, Counts 18-23 raise claims of promissory estoppel, fraudulent misrepresentation and breach of contract against grant concerning an insurance policy and an alleged agreement to transfer his interest in the St. John Building in New

York to Liebel. Liebel does not allege that the Weil Defendants had any involvement whatsoever in those transactions. Similarly, Counts 13 and 14 allege legal malpractice against defendants other than Grant. Accordingly, it is evident that the causes of action raised by Liebel do not affect all defendants and are therefore improperly joined.

POINT III

THE COMPLAINT FAILS TO STATE A CLAIM AGAINST DEFENDANTS FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

In Connecticut, a Plaintiff asserting a claim for intentional infliction of emotional distress must show that: (1) the actor intended to inflict emotional distress, or that he knew, or should have known, that emotional distress was the likely result of his conduct; (2) the conduct was extreme and outrageous; (3) the conduct caused emotional distress; and (4) the distress was severe. See Appleton v. Stonington Bd. Of Ed., 254 Conn. 205, 210 (2000). Even when construing the Complaint to sustain its legal sufficiency, Liebel fails to state a cause of action for intentional infliction of emotional distress against the Weil Defendants.

In Count 28, Liebel states a laundry list of sweeping allegations that the Weil Defendants, inter alios, destroyed her lifelong dreams, participated in a conspiracy to take power away from her, used their influence to isolate her from friends and business associates, and somehow prevented her from securing appropriate legal representation. (3rd. Am. Compl. Pages 306-308). Liebel asserts that these alleged acts resulted in severe and extreme emotional distress. (3rd. Am. Compl. Page 305-309). However, rather than pleading facts to support the requisite elements of an

intentional infliction of emotional distress claim, Liebel merely recites legal standards and offers conclusory statements.

First, the Complaint is completely devoid of any allegations that Defendants "intended to inflict emotional distress or that (they) knew or should have known that emotional distress was the likely result." See Appleton, 245 Conn. at 210. Satisfaction of this first element requires more than general allegations that defendants performed the alleged acts. For example, in Count 28, Liebel alleges that the defendants intentionally inflicted severe emotional distress by "participating in a conspiracy to take power away from Plaintiff... and destroy her lifelong dreams and work for...the Alliance Foundation" (3rd. Am. Compl. Page 306). However, the Complaint does not allege that this activity was intended to inflict emotional distress. (Footnote 10: In fact, paragraph 64 alleges that the defendants "intentionally joined the conspiracy...*for the express purpose of destroying the foundation in order to achieve their goals.*" (3rd. Am. Compl. Page 64)(emphasis added). Accordingly, the pleading itself indicates that defendants alleged wrongful acts were not committed with the intent to inflict emotional distress on Liebel, but rather to "achieve their own goals". (3rd. Am. Compl. Page 64).)

Second, the facts alleged do not constitute extreme and outrageous conduct. See id. The issue of whether a defendant's conduct rises to the level of extreme and outrageous behavior is a question of law to be decided by the court. See Appleton, 254 Conn.at 210. Liability for intentional infliction of emotional distress requires that the conduct "exceeds all bounds tolerated by decent society." Id. Accordingly, liability has been imposed only where the conduct has been so outrageous in character, and so extreme in degree, as to be regarded as atrocious, and utterly intolerable in a civilized community." See Triano v. Fitzpatrick, 2000 WL 264292 at 5-6 (Conn. Super. Ct. Feb 17, 2000). Connecticut courts have articulated a simple understanding of this standard and have stated that "the case is one in which the recitation of the facts to an average

member of the community would arouse his resentment against the actor, and lead him to exclaim, Outrageous!" See Appleton, at 211.

Reading the claims in a manner to sustain their legal sufficiency, Liebel's allegations clearly do not rise to the requisite level of extreme and outrageous conduct recognized by Connecticut courts. See e.g., Tiano, 2000 Conn. Super LEXIS at 16 (plaintiff's conduct fits within the parameters of extreme and egregious conduct because plaintiff alleges that defendant, who had been treating both of plaintiff's eyes for four months prior to surgery, and who knew that his patient only had vision in his right eye and had consented only to the operation for the left eye, knowingly operated on the sighted right eye, rendering it sightless and causing plaintiff severe emotional distress).

The only conduct Liebel can rely on to support her claim for intentional infliction of emotional distress against the Weil Defendants is the alleged legal malpractice conduct contained in Counts 13 and 14 of the Third Amended Complaint. (3rd Am. Compl. Page 170-184). However, this clearly does not rise to the level of extreme or outrageous conduct. In McHenry v. Lubell, No. CV0346842S, 2001 WL 988025 (Conn. Super.Ct. Aug. 3, 2001), the plaintiff alleged that the defendants intentionally inflicted emotional distress upon her by mishandling her divorce action. The court found that plaintiff failed to allege conduct that rose to the level of being so outrageous in character as to go beyond all possible bounds of decency. Accordingly, the court granted the defendant's motion to strike. McHenry, 2001 Conn. super. LEXIS at 26. Rather than alleging facts, Liebel has simply stated legal standards. Her allegations assert that "their acts went beyond any possible bound of decency" (3rd. Am. Compl. Page 306).

Plaintiff has also utterly failed to allege that any acts on the part of the Weil Defendants were the proximate cause of any emotional distress she allegedly suffered. While proximate cause is a usually a question of fact not appropriately decided on a motion to

strike, Petronio v. Burich, 2002 WL 1011510 AT 3 (Conn. Super. Ct. April 23, 2002) Liebel has failed to allege even broad allegations that would satisfy the pleading requirements for causation.

Finally, Liebel fails to plead that the alleged emotional stress she sustained was severe. Connecticut law require a plaintiff to show that the distress is "sufficiently severe, genuine and extreme (such that) no reasonable person should be expected to endure it." Gilman v. Gilman, 46 Conn. Supp. 21, 23 (1999); see also Restatement (Second), Torts Section 46, comment (d) ("where the conduct has been so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community").

Liebel alleges that as a result of the defendants' conduct, she experienced severe depression and mental stress, loss of sleep, anxiety about "the enormity and overwhelming loss around her" and anxiety about having to bring the lawsuit instead of working to fulfill the goals of the Alliance foundation. (3rd.Am. Compl. Page 309). First, allegations of stress and loss of sleep are insufficient as a matter of law. See U.S.A. Oil Inc. v. Smith, 415 So.2d 1098, 1110 (Ala. Civ. App.1982) (Footnote 11: U.S.A. Oil was cited as persuasive authority in Petyan v. Ellis, 200 Conn. 243, 253 (1986.)) (plaintiff who complains conduct affected her sleep, cried a lot and went to doctor held not to have suffered severe distress) (Footnote 12: For instance, Liebel alleges that Defendants' actions rendered her "unable to secure appropriate litigation counsel." (3rd. Am. Compl. Page 308). Occurrences that are distressing and hurtful to the plaintiff do not necessarily constitute extreme and outrageous conduct under Connecticut law. See Appleton, 245 Conn. 205, 211 (2000). See also McHenry v. Lubell, 2001 Conn. Super. LEXIS 2177,26 (Conn. Super. Ct. Aug. 3, 2001) (defendant's conduct which is merely insulting, displays bad manners or results in hurt feelings is insufficient to form basis of action based on intentional infliction of emotional distress).

Because Liebel has failed to plead the necessary elements to state a cause of action for intentional infliction of emotional distress, defendants' motion to strike Count 28 should be granted.

CONCLUSION

For the aforementioned reasons, the Weil Defendants' Motion to Strike should be granted in its entirety.

DEFENDANTS
WEIL, GOTSHAL & MANAGES LLP,
MARK HOENIG AND DAVID STONE

By _____
/S/Michael K. Stanton, Jr.
HALLORAN & SAGNE LLP
315 Post Road West
Westport, CT 06880
Juris No. 305775
Their Attorneys

APPENDIX D
"Motions to Stay" 8/29/02 (By the Alliance Entities)

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

August 29, 2002

Via Fax: (203) 236-8234 and First class U.S. Mail (cover plus 3 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8232
Complex Litigation Docket
400 Grand Street
Waterbury, CT 06702 (Att. Melanie/ Hon. Sheldon, J.)

Re: The Alliance Foundation, Inc. et al vs. Eugene Grant et al No. (X02) CV-01-0167482
Eugene M. Grant vs. The Alliance Foundation, Inc. No. (X02) CV-01-0167556
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167457
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167458

Dear Sir/Madam:

Faxed please find for filing a Motion to Stay all legal proceedings in the above docketed cases until ruling is rendered by the Supreme Court of the United States on the pending Petition for Writ of Certiorari I filed on behalf of myself and the corporations on July 2, 2002.

Also, I'm mailing to you an original for each of the four docketed cases.

Thank you for your time and attention.

Very truly yours,

/S/Yvonne Liebel, pro se,
Shareholder, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.

CC: per Certification page

General Homes, Inc.
DTL-USA, Inc.
Alliance International Development, Inc.

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

August 29, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 3 pages with cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: The Visiting Nurse Assoc. vs. The Alliance Foundation, Inc. No. SP02-10636
DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank No. CV 00 0338142 S
Rene Heinecke vs. Yvonne Liebel CV 98 333546 S

Dear Robin:

Faxed please find for filing a Motion to Stay all legal proceedings in the above docketed cases until ruling is rendered by the Supreme Court of the United States on the pending Petition for Writ of Certiorari I filed on behalf of myself and the corporations on

July 2, 2002. The dead line given to me by the Court to file an amended petition is September 16, 2002.

I'm mailing to you today an original for each of the three docketed cases.

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Shareholder, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.
DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification page

Docket Numbers: CV 00 0338142 S
SP02-10636

CV 98 0333546 S

YVONNE LIEBEL, ET AL.,	**: STATE OF CONNECTICUT**
VS.	**: DANBURY SUPERIOR COURT**
VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC., ET AL.	**: AUGUST 29, 2002**

MOTION TO STAY

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed cases and presents this Motion to Stay, and shows unto the Court as follows:

1. All the above-docketed cases are before this Honorable Court.

2. The above-docketed cases are clearly related as they arise out of the same or similar events, circumstances and/or occurrences. Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations.

3. Ridgefield Bank, Visiting Nurse Association of Ridgefield, Inc., Rene Heinecke, and others on the opposing side of Yvonne Liebel and her corporations, have resorted to abusive and dilatory tactics such as scheduling depositions, filing retaliatory lawsuits, filing unlawful evictions and foreclosures, numerous pleadings and motions to the Court to bury her in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance.

4. By inundating the Court with such pleadings and motions, the opposition has made it nearly impossible for Yvonne Liebel to prosecute and defend said actions separately.

5. Yvonne Liebel, et al. filed a petition for writ of certiorari before the Supreme Court of the United States implicating said docketed cases. Ms. Liebel was given sixty days to make certain amendments to the petition.

6. The pending writ of certiorari and painstaking work involved before final drafting for presentation to the

Supreme Court of the United States prevents her from effectively prosecuting or defending said cases.

7. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate and Memorandum of Law in the above-docketed case CV 02 034 6367 with the other cases. Motion pending.

WHEREFORE, Yvonne Liebel, et al., prays the Court to Stay said cases until a ruling is made by the Supreme Court of the United States on the petition for writ of certiorari.

Respectfully submitted,

/S/_____
Yvonne Liebel

CERTIFICATE OF SERVICE

This is to certify that I have on the 29th day of August 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification page)

Docket Numbers: (X02) CV-01-0167482
(X02) CV-01-0167556
(X02) CV-01-0167457
(X02) CV-01-0167458

YVONNE LIEBEL, ET AL., : STATE OF CONNECTICUT

VS. : WATERBURY SUPERIOR COURT
: COMPLEX LITIGATION DOCKET

EUGENE GRANT, ET AL. : AUGUST 29, 2002

MOTION TO STAY

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed cases and presents this Motion to Stay, and shows unto the Court as follows:

1. All the above-docketed cases are before this Honorable Court.

2. The above-docketed cases are clearly related as they arise out of the same or similar events, circumstances and/or occurrences. Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations.

3. Eugene Grant and others on the opposing side of Yvonne Liebel and her corporations, have resorted to abusive and dilatory tactics such as filing retaliatory and frivolous lawsuits, numerous pleadings and motions to the Court to bury her in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance.

4. By inundating the Court with such pleadings and motions, the opposition has made it nearly impossible for Yvonne Liebel to prosecute and defend said actions separately.

5. Yvonne Liebel, et al. filed a petition for writ of certiorari before the Supreme Court of the United States implicating said docketed cases. Ms. Liebel was given sixty days to make certain amendments to the petition.

6. The pending writ of certiorari and painstaking work involved before final drafting for presentation to the Supreme Court of the United States prevents her from effectively prosecuting or defending said cases.

7. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate the above-docketed cases with all related cases pending in the Danbury Superior Court. Motion pending.

WHEREFORE, Yvonne Liebel, et al., prays the Court to Stay said cases until a ruling is made by the Supreme Court of the United States on the petition for writ of certiorari.

Respectfully submitted,

/S/_____
Yvonne Liebel

CERTIFICATE OF SERVICE

This is to certify that I have on the 29th day of August 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record.

(See attached certification page):

APPENDIX E

Press Release, 9/7/02;
Press Conference, 9/10/02;Yvonne Liebel's Statement; and follow-up articles and letter to Attorney, J.L.Chestnut

PRESS RELEASE

Date: Saturday, September 7, 2002
Contact information: Chestnut and Sanders: Tel: 334-875-9264, Fax: 334-875-9375
Yvonne Liebel: Cell: 310-435-0769

Civil Rights attorney J.L.Chestnut Jr., well known for his frontline battles for civil rights along side Martin Luther King Jr., and a founder of Alabama's largest black law firm, agreed to represent several small Connecticut corporations before the United States Supreme Court, one of which is a public charity, The Alliance Foundation, Inc. The corporations were founded over a decade ago by their CEO Yvonne Liebel to foster peace through economic development in economically deprived areas of strife, beginning in the Middle East. The Foundation provides seed capital and hands on assistance to start up companies on the proposition that their growth would build bridges between people and nations. (See attached clippings)

Yvonne Liebel will hold a press conference on September 10, 2002 at 11:00AM on the steps of the Federal Courthouse in Montgomery, Alabama, to discuss her five year, lone legal battle in a corporate David and Goliath corruption case that led this Connecticut resident to Selma, Alabama to seek justice as she fights to save her civil rights and her corporations. Chestnut will also be present at the press conference.

Liebel is an Israeli-American who immigrated to the United States in 1971. She is a graduate of the Jerusalem Rubin Academy of Music and served in the Israeli armed forces in a paratrooper unit. After coming to the U.S. at the age of 21, she worked in the investment and banking fields. The Foundation was her calling, combining her vision, personal ideology, knowledge of business and philanthropy, and her unique background.

Liebel received pro bono legal assistance from Weil, Gotshal and Manges, LLP, and pro bono assistance from PricewaterhouseCoopers, LLP. She alleges that the giant international firms and others, headquartered in Manhattan and Ridgefield, Connecticut, conspired to take control of her Foundation and its assets and waged a vicious war against her, including an unlawful eviction and foreclosure on her home/office, for not relinquishing it to them. Later, principles of the law firm fraudulently and covertly established their own New York charitable organization, Bridge to Brotherhood, Inc. supplanting the Foundation's contributors, start-up companies and other assets. Once they succeeded, they dropped the non-profit as a client, causing its destruction and the personal and financial ruin of its founder. At the center of the conflict are two breakthrough IRS private letter tax rulings that took Liebel years to originate for her charity in her pursuit of raising institutional funds for its ambitious mission. The unprecedented rulings allowed the Foundation's contributors to receive stock in its pool of start-up companies while providing them with a charitable deduction for their contribution.

Liebel found it impossible to get the Connecticut courts to hear her and the corporations' claims. First, it took her two and a half years, to find an attorney willing to partially challenge her powerful opponents. Second, the Courts ignored her many pleas to intervene in appointing or obtaining an attorney due to the law firm's manipulation of her counsel. Third, the courts refused to let her represent her corporations because she is not an attorney although she understands Connecticut law and prepared all

pleadings. As a result, the Corporations' claims are being dismissed, not on the merit, but for lack of counsel. Further, the U.S. Supreme Court would not allow her to represent her corporations in their appeal of the Connecticut decisions, also because she is not an attorney (she can represent herself), thereby blocking any possibility of their appeal.

Her only other alternative was to secure an attorney admitted to practice before the U.S. Supreme Court. This led Liebel, desperately, to drive to Selma, Alabama, the heart of the civil rights movement. There she was directed to take the two-volume Petition for Writ of Certiorari she prepared to J.L Chestnut who will file his appearance on behalf of the corporations prior to the September 16, 2002 deadline. In winning this battle Chestnut would overturn the eviction of The Alliance Foundation, Inc. from their offices; and could set a wide-reaching precedence, allowing a corporation to be represented by its founder, who may not be an attorney, which is currently not allowed in most states including Connecticut and Alabama.

When Liebel arrived in Selma, she was shocked by its poverty considering its important history. She pledged to J.L. Chestnut, that if her Foundation, which was established specifically for the purpose of bringing peace and prosperity to underdeveloped areas, is successful in prosecuting its claims, she will make Selma, its savior, the organization's leading redevelopment project in the U.S.

YVONNE LIEBEL'S STATEMENT AT PRESS CONFERENCE MONTGOMERY ALABAMA, SEPTEMEBR 10, 2002

I CAME TO SELMA ALABAMA, THE HEART OF THE CIVIL RIGHTS MOVEMENT BECAUSE I HAD NOWHERE ELSE TO GO TO SAVE MY PUBLIC CHARITY, THE ALLIANCE FOUNDATION, INC.

I ESTABLISHED ALLIANCE 12 YEARS AGO TO BRING PEACE AND PROSPERITY TO POOR AREAS IN STRIFE.

BECAUSE OF MY BACKGROUND, ALLIANCE IS AN INSEPARABLE PART OF WHO I AM AND ITS MISSION IS MY SOUL.

BETWEEN 1990 AND 1996 I ORIGINATED TWO UNPRECEDENTED IRS PRIVATE LETTER TAX RULINGS THAT ALLOWED ALLIANCE TO RAISE SUBSTANTIAL INSTITUTIONAL CAPITAL FOR OUR MISSION.

WITHIN TWO WEEKS AFTER WE RECEIVED OUR SECOND IRS RULING, THE FRINCIPALS OF OUR PRO BONO GIANT LAW FIRM, WEIL GOTSHAL AND MANGES, LLP ESTABLISHED THEIR OWN CHARITY, BRIDGE TO BROTHERHOOD INC. TOGETHER WITH OUR PRO BONO ACCOUNTING FIRM, PRICEWATERHOUSECOOPERS IN MANHATTAN, THEY DROPPED US AS THEIR CLIENT. SOON AFTER THEY ESTABLISHED THEIR CHARITY, ALL OUR CONTRIBUTORS AND THE SMALL COMPANIES WE ASSISTED DISAPPEARED AND OUR ENTIRE INFRUSTRUCTURE COLAPSED.

IT WAS NEARLY IMPOSSIBLE TO BRING A LAWSUIT AGAINST THESE GIANT FIRMS AS THEY USED EVERY METHOD AVAILABLE TO THEM TO MANIPULATE MY ATTORNEYS.

WHEN I ASKED THE CONNECTICUT COURTS TO INTERVENE IN OBTAINING COUNSEL FOR US, I WAS TOLD THERE WAS NO SUCH MECHANISM IN THE CONNECTICUT JUDICIAL SYSTEM.

FURTHER, THE CONNECTICUT COURTS WILL NOT ALLOW ME TO REPRESENT ALLIANCE, ALTHOUGH BY NOW I UNDERSTAND CONNECTICUT LAW AND HAVE BEEN FILING ALL PLEADINGS IN THE CASE. THEY FORBID ME FROM REPRESENTING ALLIANCE BECAUSE I'M NOT AN ATTORNEY.

IN MOST STATES, INCLUDING CONNECTICUT AND ALABAMA, A CORPORATION MUST BE REPRESENTED BY COUNSEL.

AS A RESULT, THE ALLIANCE CLAIMS AGAINST THE DEFENDANTS ARE BEING DISMISSED, NOT ON MERIT, BUT FOR LACK OF COUNSEL, VIOLATING OUR CONSTITUTIONAL RIGHTS TO DUE PROCESS AND EQUAL RIGHTS UNDER THE LAW, TO FAIR REPRESENTATION AND TO FREEDOM OF SPEECH.

I PREPARED A TWO VOLUME PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES SUPREME COURT, ASKING THE COURT TO ALLOW ME TO REPRESENT ALLIANCE IN CONNECTICUT OR IT WILL LOSE ITS CLAIMS AGAINST THE DEFENDANTS.

THE CLERK OF THE COURT RETURNED THE 80 BOOKS, ORDERING ME TO REMOVE THE NAME OF ALLIANCE FROM THE COVER BECAUSE I'M NOT ADMITTED AS AN ATTORNEY BEFORE THE UNITED STATES SUPREME COURT. REMOVING THE NAME OF ALLIANCE FROM THE COVER WOULD AUTOMATICALLY CAUSE THE DISMISSAL OF ITS APPEAL AND THEREBY CAUSE THE DISMISSAL OF ITS CLAIMS IN CONNECTICUT.

IN COMPLETE AND UTTER DESPERATION, MY HEART LED ME TO SELMA ALABAMA, THE HEART OF THE CIVIL RIGHT MOVEMENT. IT WAS MY LAST CHANCE TO SAVE MY FOUNDATION AND ITS NOBEL MISSION. ONCE IN SELMA I WAS DIRECTED TO J.L. CHESTNUT.

ATTORNEY CHESTNUT HAS BEEN ADMITTED BEFORE THE UNITED STATES SUPREME COURT SINCE 1975 AND HE IS WILLING TO LEND HIS NAME TO THE COVER OF THE PETITION SO THE FOUNDATION WILL HAVE ITS DAY IN COURT.

SINCE I ARRIVED IN ALABAMA ABOUT A MONTH AGO I FELL IN LOVE WITH THE KINDNESS, POLITENESS AND THE GENEROSITY OF SPIRIT OF ITS PEOPLE. I HAD A CHANCE TO EAT HOME MADE GRITS AND ATTEND BAPTIST CHURCH SUNDAY SERVICE; A HIGHWAY PATROLMAN ISSUED ME A WARNING INSTEAD OF A TICKET; SOMEONE SHOWED UP FROM NOWHERE TO GIVE ME 50C FOR A NEWSPAPER WHEN HE SAW ME WALKING

AWAY FOR NOT HAVING THE CHANGE... AND... EVERYONE SAYS MAAM; WELL, THIS IS THE GOOD PART.

THE SAD PART IS THAT WHEN I ARRIVED IN SELMA ON A SATURDAY, I WAS STUNNED BY ITS POVERTY. I COULDN'T UNDERSTAND HOW A PLACE WITH SUCH IMPORTANCE IN AMERICA'S HISTORY COULD ECONOMICALLY BE SO DEPRIVED. IT SEEMED TO ME AS THOUGH THE TOWN WAS FROZEN IN TIME SINCE 1965. THEN I ASKED MYSELF, WHAT GOOD ARE THEIR CIVIL RIGHTS WHEN PEOPLE ARE SUBJECTED TO SUCH POVERTY AND APATHY THAT THEY LOSE THE WILL TO EXERCISE THOSE RIGHTS? I WAS LATER TOLD OF THE HIGH JOBLESS RATE, ABOUT ALABAMA'S OVERCROWEDED JAILS, AND ABOUT OPEN SEWERS IN SCHOOLYARDS WHEN IT RAINS.

ALLIANCE IS THE PERFECT SOLUTION.

IF ITS POWER WAS RESTORED IT COULD GENERATE FOR ALABAMA NEW COMPANIES, BETTER TRAINING FOR EXSISTING AND NEW JOBS, PROSPERITY THAT WOULD ELIMINATE OVERCRODED JAILS, BECAUSE WE ALL KNOW THAT POVERTY BREEDS CRIME AND WAR. IF WE CREATED THE ALLIANCE FOR ALABAMA, WE COULD CREATE AN ECONOMIC MIRACLE.

I NOW TRULY BELIEVE THAT I WAS SENT HERE FOR A PURPOSE: TO SAVE THE ALLIANCE FOUNDATION FOR ALABAMA, FOR ALABAMA'S BLACK BELT.

THE PEOPLE THAT CONSPIRED TO STEAL ALLIANCE ADVERTIZE THEIR NEW CHARITY ON THE INTERNET TO DRUM UP MORE BUSINESS FOR THEIR LAWFIRM. THEY ALSO DEVELOP PROJECTS THAT FURTHER ENRICH THEIR SOCIAL AND FINANCIAL STATUS, WHEN THERE ARE AT LEAST 40 MILLION PEOPLE IN THIS NATION THAT LIVE UNDER THE POVERTY LEVEL.

NewsFlash
Regional News

"Selma civil rights lawyer lends hand in Connecticut woman's case"

The Associated Press

By DAVE BRYAN
9/10/02 6:40 PM

MONTGOMERY, Ala. (AP)- An Israeli-American woman who sued a prominent new York City law firm and the PricewaterhouseCoopers accounting firm, claiming they stole the assets and business idea of her charitable foundation, has enlisted the help of Selma civil rights attorney.

J.L. Chestnut Jr. said at a news conference Tuesday he has signed on in the battle former Israeli paratrooper Yvonne Liebel is waging to save her Connecticut nonprofit economic development agency, The Alliance Foundation, Inc.

"In more than 40 years as an attorney, this is probably the most unusual case I have encountered," Chestnut said. "It has implications worldwide and in this state."

Chestnut said the New York City-based law firm of Weil Gotshal and Manges LLP, PriceWaterhouse and others conspired to take control of Liebel's foundation and its assets.

Several messages left with Stephen Danhauser, the law firm's managing partner and the firm's spokesman, Peter Columbus, went unreturned. So did messages left with PriceWaterhouse spokesman David Nestor.

Liebel's foundation seeks to foster peace through agreements set up between government agencies and small entrepreneurial companies that do economic development work. Alliance served as an umbrella organization to a host of startup companies that do the economic development work in poor or war-torn areas such as Israel and Portugal.

Liebel, who is founder and president of the foundation, immigrated to the United States in 1971 at age 21 after studying in Israel and serving as a paratrooper in the Israeli army. Upon arrival in the United States, she worked in the banking industry.

Liebel alleges the move to usurp her foundation took place at a time when Weil, Gotshal and Manges and Pricewaterhouse worked for Alliance pro bono, or without charging a fee.

Liebel said the law firm formed its own charitable organization in New York, called Bridge to Brotherhood Inc., using the Alliance business plan and then used its influence to steal Alliance's contributors.

Alliance's business plan centered around an IRS ruling that Liebel said she worked for two years to get approved. It allows contributors to not only write off their contributions for tax purposes but also to obtain stock in the small, for-profit companies working under the Alliance umbrella.

Liebel's petition to the U.S. Supreme Court alleges Weil, Gotshal and Manges pressured attorneys not to represent her after she hired them.

The legal wrangling has resulted in a drying up of contributions and the foundation's eviction from its offices in Ridgefield, Conn., she said at the news conference Tuesday. She said it also left her in personal debt.
"She is fighting one of the biggest law firms in the world," Chestnut said.

Liebel sued Weil, Gotshal and Manges and PricewaterHouse in Superior Court in Danbury, Conn., in 2000. The Connecticut courts ruled that Liebel can represent herself but not the companies within the Alliance network because she is not an attorney.

Liebel said the clerk of the U.S. Supreme Court also told her she would need an attorney to request an appeal. That's where Chestnut came in.

"I had nowhere else to go," said Liebel, who did not know Chestnut before traveling to Selma to request his help.

Chestnut said he has lent his name to the petition to the U.S. Supreme Court and is hopeful. But if that doesn't work, he said, they will return to the courts in Connecticut and also file a complaint against Weil, Gotshal and Manges with the New York bar association.

Chestnut, a prominent black lawyer who is part of a legal team that has filed a national class-action lawsuit seeking slave reparations, said Liebel has promised to use her foundation to set up agreements in poor, mostly black counties of Alabama if she is once again able to raise investment capital.

"Yvonne's plan is all about economic development of underdevelopment areas," he said.

The Selma Times-Journal

September 15, 2002

Woman brings Supreme Court case to 'heart of civil rights movement'

By Dale James/Selma Times-Journal

George "Cap" Swift is accustomed to fielding unusual questions from the people who stoop by Selma's Visitor Information Center.

Most want to know where the voting rights Museum is located. Or Brown Chapel AME Church. And, of course, everybody wants to know about the bridge.

But even he doesn't get many requests for legal advice on cases pending before the U.S. Supreme Court.

Still, it's pretty hard to stump Cap.

So when Yvonne Liebel spilled her story of having driven here from her home in Connecticut because "this is the heart of the civil rights movement" and she didn't know where else to turn, the imperturbable Cap had an answer for that, too.

"You need to see J.L. Chestnut," he told her.

The story of how Liebel, a former Israeli paratrooper, came to find herself in J.L. Chestnut's law office is as fantastic as it is improbable. It revolves around the intricacies of investment banking, two of the world's largest legal and accounting firms, the IRS, and an idea that

could have significant economic implications for the entire Black Belt.

Even Liebel, who is not given to exaggeration, suggests, "it's unbelievable. I really think it's an act of God."

Liebel is the founder of The Alliance Foundation, Inc., a philanthropic organization that provides capital and hands-on technical and marketing expertise to start-up companies in underdeveloped areas of the world.

The company has provided seed capital for a number of companies in Israel and Portugal.

"The idea," she explains, "is to foster economic development in areas that are experiencing strife, war or deprived economic conditions. Investors ordinarily don't like to put money into those areas. That's just not the way the investment world works.

"But philanthropists do."

Liebel grew up in Israel and has experienced first-hand the insecurity and despair that come from living under the constant threat of war. "I'm a child of a country of war," Liebel says, "and I've seen what a war can do to people. Even if it doesn't kill you physically, it can kill your spirit.

"It is an exhausting thing to live in this kind of environment. The pain, the tension, the subtle anxiety are exhausting."

As are all Israelis, Liebel was required to spend two years serving in the Israeli defense force. Women are not assigned to combat duty, but serve in support capacities. Liebel was assigned to a paratrooper unit where, she recalls, " I packed a lot of parachutes."

At 21, Liebel left Israel to come to the United States. She studied business and finance at the University of California at Los Angeles and eventually become a senior investment officer at American Savings & Loan association, managing a portfolio of more than $100 million.

She saw how difficult it was for young companies to secure start-up capital, even in the most highly developed industrial nation in the world. And she realized how much more difficult it must be for companies in a country facing the economic uncertainties of her native Israel.

"If investors consider a U.S. company a risk, you can imagine what they would think of a company sitting in Israel," she says.

That's when Liebel conceived the idea that was to become The Alliance Foundation.

Over a period of eight years, working with pro bono legal assistance from Weil, Gotshal and Manges, LLP, one of the largest law firms in the world, and the giant accounting firm of PriceWaterhouseCoopers, Liebel secured two breakthrough IRS private letter tax rulings.

The rulings, in essence, confer IRS approval for a new kind of charitable tax deduction. Donors contribute money to the Alliance Foundation, a non-profit organization, and receive an immediate tax deduction. The foundation then takes the money and invests it in profit-making ventures in underdeveloped areas-the sort of areas, Liebel knew from her own investment and banking experience, that rarely see much investment capital.

("You couldn't do it in Manhattan," Chestnut adds by way of explanation, "but you could do it in Harlem.")

In addition to their initial deduction, donors also receive shares in the profit-making ventures. If the foundation is successful in helping the new company become profitable, donors can then realize a further return on their initial contribution from the sale of their shares in the new company.

The foundation already has succeeded in "growing" a number of companies in Israel and Portugal. Liebel is now looking to focus the foundation's efforts on starting new companies in economically struggling areas of the United States – where, she points out, some 40 million people currently live below the poverty level.

" Everybody wins with these sorts of companies," Liebel says. 'The government collects capital gains taxes, individual investors receive substantial tax write offs, and these small companies provide employment in areas that are in desperate need of economic development."

Chestnut is equally enthusiastic about the foundation's economic possibilities. "It's moving like wild fire," he says.

The foundation held such promise, in fact, that Liebel now claims Weil, Gotshal and Manges and Priceaterhouse co-opted her idea for their own benefit.

Explains Chestnut, "It's her allegation that these two firms took her plan, re-named it and are now operating it under their own auspices."

Liebel further contends that the two firms conspired to supplant the foundation's contributors, start-up companies and other assets and even had her evicted from the foundation's offices.

"Because of their power and influence," Chestnut says, "she has been unable to raise a dime in new capital."

She also has been unable to find an attorney willing to pursue the case against her powerful former partners- until now. Frustrated with her inability to secure counsel after two and a half years, Liebel took up the case herself. And, although she is not a lawyer, she has propelled the case all the way to the Supreme Court.

"You should see the briefs she has written," Chestnut says admiringly. "They're better than many lawyers can do."

But because Liebel is not a lawyer, the court has ruled that, while she may represent herself, she cannot represent the foundation she founded.

"When the court denies you the right to represent your own corporation, they are denying your civil rights," she argues. "A corporation is not just a mechanical thing. It's an extension of your dreams, your aspirations, of who you are.

" I came to Selma because I wanted to protect my civil rights – and the foundation's rights – being violated. In desperation I sat down and thought, where is the heart of the civil rights movement? My mind and my heart went back to the days of the Martin Luther King and the Montgomery bus boycott and the voting rights march. So, I came here.

"I had no idea what I was going to find."

What she needed is a lawyer who was admitted to practice before the Supreme Court and one who was willing to take on a law firm with virtually limitless legal resources. In J. L. Chestnut, she found both.

Whether Liebel's chance meeting with Cap Swift and Chestnut is viewed as coincidence or divine guidance – Liebel prefers the latter- it has breathed new life into her claims against her former partners.

Still, Chestnut admits it's a long shot. The Supreme Court receives more than 7,000 cases for review each year. Only those with substantial constitutional impact are even considered.

And, too, Chestnut realizes he faces a David-and-Goliath struggle in taking on one of the world's largest and most powerful law firms.

"Dealing with this kind of power in the legal system," he says, "means you will spend at least five to seven years in litigation. I know. The bigger they are the harder they fall, but you have got to be able to last to see that."

So, in addition to pursuing the case in the Supreme Court, Chestnut says his strategy includes filing a formal complaint with the New York Bar Association, where both PricewaterhouseCoopers and the law firm have offices.

He hopes to bring enough pressure and public scrutiny to bear on the case that the firms will feel compelled to make concessions.

"The bar association is in the business of disciplining lawyers who violate the confidence of their clients or who otherwise treat them wrong, " Chestnut explains. "Most of the young lawyers on these bar associations don't have a whole lot of love for these hotshot lawyers out there making half a million dollars a year, anyway. And with all the fallout from the Enron mess, I don't think anybody's in love with Pricewaterhouse, either."

Liebel may have found the solution to her legal dilemma when she came to Selma. But she found something else as well.

"When I drove here I was totally shocked by the poverty I saw," she says. "I am stunned, actually, by what I see when I come to Selma and by the fact that more development hasn't come to this area. After all, this area has contributed so much to making America the

country that it is today. But it looks as though America has turned her back on this area."

It was to combat just such economic blight, Liebel says, that she developed the idea of The Alliance Foundation.

"I saw such apathy on the faces of so many people here," she says. "But when you live with economic uncertainty day after day, it saps your spirit."

Liebel contends that the strain of living in economic deprivation on a daily basis is not unlike that of living with the constant threat of war, as the people of the Middle East do. That strain, she adds, often drives extreme behavior.

"When you can't feed your family, and you see no hope for a better future," she says, "it then becomes much easier to strap on explosives and become a suicide bomber."

When Chestnut agreed to take the case, he exacted a pledge from Liebel. If her foundation is successful in prosecuting its claims, she will make Selma the organization's leading redevelopment project in the United States.

"I didn't come here to help Selma," Liebel says. "I came here to help myself and my corporation. But when I did come, I found this whole area screaming for help. That is where faith gets in the mix. I want to help the Black Belt help itself.

"I think this is a match made in heaven."

Montgomery Advertiser

WEDNESDAY
SEPT. 11, 2002

Selma lawyer lends hand in Connecticut woman's case

By Dave Bryan
The Associated Press

An Israeli-American woman who sued a prominent new York City law firm and the PricewaterhouseCoopers accounting firm, claiming they stole the assets and business idea of her charitable foundation, has enlisted the help of Selma civil rights attorney.

J.L. Chestnut Jr. said at a news conference Tuesday he has signed on in the battle former Israeli paratrooper Yvonne Liebel is waging to save her Connecticut nonprofit economic development agency, The Alliance Foundation, Inc.

"In more than 40 years as an attorney, this is probably the most unusual case I have encountered," Chestnut said. "It has implications worldwide and in this state."

Chestnut said the New York City-based law firm of Weil Gotshal and Manges LLP, PriceWaterhouse and others conspired to take control of Liebel's foundation and its assets.

Several messages left with Stephen Danhauser, the law firm's managing partner and the firm's spokesman, Peter Columbus, went unreturned. So did messages left with PriceWaterhouse spokesman David Nestor.

Liebel's foundation seeks to foster peace through agreements set up between government agencies and small entrepreneurial companies that do economic development work. Alliance served as an umbrella organization to a host of startup companies that do the economic development work in poor or war-torn areas such as Israel and Portugal.

Liebel, who is founder and president of the foundation, immigrated to the United States in 1971 at age 21 after studying in Israel and serving as a paratrooper in the Israeli army. Upon arrival in the United States, she worked in the banking industry.

Liebel alleges the move to usurp her foundation took place at a time when Weil, Gotshal and Manges and Pricewaterhouse worked for Alliance pro bono, or without charging a fee.

Liebel said the law firm formed its own charitable organization in New York, called Bridge to Brotherhood Inc., using the Alliance business plan and then used its influence to steal Alliance's contributors.

Alliance's business plan centered around an IRS ruling that Liebel said she worked for two years to get approved. It allows contributors to not only write off their contributions for tax purposes but also to obtain stock in the small, for-profit companies working under the Alliance umbrella.

APPENDIX F

"Motions to stay" (By the Alliance Entities), 9/24/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

September 24, 2002

Via Fax: (203) 236-8234 (cover plus 3 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8232
Complex Litigation Docket, 400 Grand Street
Waterbury, CT 06702 (Att. Melanie/ Hon. Sheldon, J.)

Re: The Alliance Foundation, Inc. et al vs. Eugene Grant et al No. (X02) CV-01-0167482
Eugene M. Grant vs. The Alliance Foundation, Inc. No. (X02) CV-01-0167556
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167457
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167458

Dear Sir/Madam:

Faxed please find for filing a Motion to Stay all legal proceedings in the above docketed cases until ruling is rendered by the Supreme Court of the United States on the pending amended Petition for Writ of Certiorari filed on behalf of myself and the corporations on September 14, 2002.

Thank you for your time and attention.

Very truly yours,

/S/
Yvonne Liebel, pro se,

Shareholder, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.
DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification page

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

September 24, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 5 pages including cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: The Visiting Nurse Assoc. vs. The Alliance Foundation, Inc. No. SP02-10636
DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank No. CV 00 0338142 S
Rene Heinecke vs. Yvonne Liebel CV 98 333546 S
Washington Mutual Bank, F.A vs. Yvonne Liebel, Et al. No. CV-02-0346367

Dear Robin:

Faxed please find for filing a Motion to Stay all legal proceedings in the above docketed cases until ruling is rendered by

the Supreme Court of the United States on the pending amended Petition for Writ of Certiorari filed on behalf of myself and the corporations on September 14, 2002.

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Shareholder, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.
DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification page

Docket Numbers: CV 00 0338142 S
SP02-10636
CV 98 0333546 S
CV 02 0346367 S

YVONNE LIEBEL, ET AL.,	**: STATE OF CONNECTICUT**
VS.	**: DANBURY SUPERIOR COURT**
VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC., ET AL.	**: SEPTEMBER 24, 2002**

MOTION TO STAY

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed cases and presents this Motion to Stay, and shows unto the Court as follows:

1. All the above-docketed cases are before this Honorable Court.

2. The above-docketed cases are clearly related as they arise out of the same or similar events, circumstances and/or occurrences. Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations.

3. Ridgefield Bank, Visiting Nurse Association of Ridgefield, Inc., Rene Heinecke, Washington Mutual Bank, F.A. and others on the opposing side of Yvonne Liebel and her corporations, have resorted to abusive and dilatory tactics such as scheduling depositions, filing retaliatory and frivolous lawsuits, filing unlawful evictions and foreclosures, numerous pleadings and motions to the Court to bury her in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance.

4. By inundating the Court with such pleadings and motions, the opposition has made it nearly impossible for Yvonne Liebel to prosecute and defend said actions separately.

5. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate and Memorandum of Law in the above-docketed case CV 02 034 6367 with the other cases. Motion pending.

6. On August 29, 2002, Yvonne Liebel filed a Motion to Stay in all above docketed cases except in case CV 02 034 6367 S, awaiting the Court ruling on Motion to Consolidate, due to her pending amended petition for writ of certiorari.

7. On September 14, 2002,Yvonne Liebel, et al. filed an amended petition for writ of certiorari before the Supreme Court of the United States implicating all above docketed cases. Copies were served on opposing counsel and pro se parties, and courtesy copies were mailed to all Courts.

8. On September 12, 2002 the Court scheduled on its short calendar for September 16, 2002, a hearing on the Plaintiff's Motion for Default for Failure to Disc. Def. in case CV 02 034 6367. The Court mailed the schedule to Yvonne Liebel at the wrong suite number. Yvonne Liebel received the schedule on September 17, 2002. Further, the Plaintiff filed Request for Judgment and Possession of Yvonne Liebel's property.

WHEREFORE, Yvonne Liebel, et al., prays the Court to Stay said cases until a ruling is made by the Supreme Court of the United States on the petition for writ of certiorari.

Respectfully submitted,

/S/_____
Yvonne Liebel

CERTIFICATE OF SERVICE

This is to certify that I have on the 24th day of September 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification page)

Docket Numbers: (X02) CV-01-0167482
(X02) CV-01-0167556
(X02) CV-01-0167457
(X02) CV-01-0167458

YVONNE LIEBEL, ET AL., : STATE OF CONNECTICUT

VS. : WATERBURY SUPERIOR COURT
: COMPLEX LITIGATION DOCKET
EUGENE GRANT, ET AL. : SEPTEMBER 24, 2002

MOTION TO STAY

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed cases and presents this Motion to Stay, and shows unto the Court as follows:

1. All the above-docketed cases are before this Honorable Court.

2. The above-docketed cases are clearly related as they arise out of the same or similar events, circumstances and/or occurrences. Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations.

3. Eugene Grant and others on the opposing side of Yvonne Liebel and her corporations, have resorted to abusive and dilatory tactics such as filing retaliatory and frivolous lawsuits, numerous pleadings and motions to the Court to bury her in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance.

4. By inundating the Court with such pleadings and motions, the opposition has made it nearly impossible for Yvonne Liebel to prosecute and defend said actions separately.

5. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate the above-docketed cases with all related cases pending in the Danbury Superior Court. Motion pending.

6. On August 29, 2002, Yvonne Liebel filed a Motion to Stay all above-docketed cases due to her pending amended petition for writ of certiorari.

7. Subsequent to August 29, the Court ordered Yvonne Liebel to file a response to opposing counsel's Motion to Strike by September 24, 2002.

8. On September 14, 2002,Yvonne Liebel, et al. filed an amended petition for writ of certiorari before the Supreme Court of the United States implicating all above docketed cases. Copies were served on opposing counsel and pro se parties, and courtesy copies were mailed to all Courts.

WHEREFORE, Yvonne Liebel, et al., prays the Court to Stay said cases until a ruling is made by the Supreme Court of the United States on the petition for writ of certiorari.

Respectfully submitted,

/S/_____
Yvonne Liebel

CERTIFICATE OF SERVICE

This is to certify that I have on the 24th day of September 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record (See attached certification page):

APPENDIX G

"Motions for Continuance"(By the Alliance Entities), 9/26/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

September 26, 2002

Via Fax: (203) 236-8234 (cover plus 6 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8234
Complex Litigation Docket, 400 Grand Street
Waterbury, CT 06702 (Att. Melanie/ Hon. Sheldon, J.)

Re: The Alliance Foundation, Inc. et al vs. Eugene Grant et al No. (X02) CV-01-0167482
Eugene M. Grant vs. The Alliance Foundation, Inc. No. (X02) CV-01-0167556
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167457
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167458

Dear Sir/Madam:

Faxed please find for filing a Motion for Continuance for the hearing scheduled for September 30, 2002 on the Motions to Strike filed by the Defendants' Eugene Grant and Weil, Gotshal and Manges, LLP et al. in the above docketed cases for the reasons stated in the attached Motion for Continuance and until ruling is rendered by the Supreme Court of the United States on the pending Writ of Certiorari, case No. 02-431, filed by the undersigned and her corporations. Continued denial of the undersigned pleas and failure to grant this Motion shall cause the undersigned and her corporations to commence legal action against the State of Connecticut; Hon. Judge Shuman; Hon. Judge Sheldon; Hon. Judge Tierney (present and former Judges of the Complex Litigation Docket); and Administrative Judge, Hon. Judge Langenbach.

Thank you for your time and attention.

Very truly yours,

/S/
Yvonne Liebel, pro se,
Shareholder, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.; DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification page

Docket Numbers: (X02) CV-01-0167482
(X02) CV-01-0167556
(X02) CV-01-0167457
(X02) CV-01-0167458

THE ALLIANCE FOUNDATION, INC.	: STATE OF CONNECTICUT
YVONNE LIEBEL; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; GENERAL HOMES, INC.	:
	: WATERBURY SUPERIOR COURT
	:COMPLEX LITIGATION DOCKET
VS.	:
	:
EUGENE GRANT; ROBERT NAGRO; RICHARD SOLOMON; WEIL, GOTSHAL AND MANGES, LLP; MARK HOENIG; DAVID STONE; RIDGEFIELD BANK; REYNOLDS AND ROWELLA LLP; BRIDGE TO BROTHERHOOD, INC.; IRA MILSTEIN; MARVIN JACOB; PRICEWATERHOUSECOOPERS LLP/ /KESSELMAN AND KESSELMAN LLP.	:
	: SEPTEMBER 26, 2002

MOTION FOR CONTINUANCE

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed cases and presents this Motion for Continuance, and shows unto the Court as follows:

1. All the above-docketed cases are before this Honorable Court.

2. The above-docketed cases are clearly related as they arise out of the same or similar events, circumstances and/or

occurrences. Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations.

3. Eugene Grant and others on the opposing side of Yvonne Liebel and her corporations, have resorted to abusive and dilatory tactics such as filing retaliatory and frivolous lawsuits, numerous pleadings and motions to the Court to bury her in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance while a Petition of Writ of Certiorari was pending before the Supreme Court of the United States.

4. By inundating the Court with such pleadings and motions, the opposition has made it nearly impossible for Yvonne Liebel to prosecute and defend said actions separately and the Petition for Writ of Certiorari before the U.S. Supreme Court.

5. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate the above-docketed cases with all related cases pending in the Danbury Superior Court. Motion is pending.

6. On August 29, 2002, Yvonne Liebel filed a Motion to Stay all above-docketed cases due to the pending Petition for Writ of Certiorari.

7. On September 14, 2002,Yvonne Liebel, et al. filed an amended Petition for Writ of Certiorari before the Supreme Court of the United States implicating all above docketed cases. Copies were served on opposing counsel and pro se parties, and courtesy copies were mailed to all Courts.

8. By September 22, 2002, Yvonne Liebel did not hear from the Court on her Motion to Stay filed on August 29, 2002.

9. On September 24, 2002 at 1:10 A.M Yvonne Liebel filed a second Motion to Stay.

10. On September 24, 2002 at 11:00 A.M. Central Time, Yvonne Liebel received a call on her cell phone while in Montgomery, Alabama, from Court Officer Melanie Dillon who:

    a. Apologized to Yvonne Liebel for not receiving the computer generated Notice denying her Motion to Stay, as it was sent to 54 Danbury Road, Ridgefield, CT 06877 (wrong address), blaming the judicial system computerized network for the error, taking no personal or Court responsibility for the error. To date, all communications including computerized notices sent from the Waterbury Complex Litigation Dockets were mailed and/or faxed to both addresses listed on Yvonne Liebel's appearance form non of which list the Danbury Road address.

    b. Informed Yvonne Liebel that on September 3, 2002, Hon. Sheldon J. was transferred to Hartford Superior Court and Hon. Shuman J. took his place, on order of the Administrative Judge, Hon. Langenbach, J. in Hartford, Connecticut (this is the second transfer of judges in said cases within the Complex Litigation Docket. In September 2001, Hon. Tierney, J. was transferred from the Stamford Complex litigation Docket to the Stamford Superior Court and the cases were transferred to the Waterbury Complex Litigation Docket).

    c. Informed Yvonne Liebel that on September 3, 2002, Hon. Shuman, J. denied the Motion to Stay without a Memorandum of Decision.

d. Informed Yvonne Liebel that on Friday, September 27, Hon. Shuman, J. plans to rule on her second Motion to Stay.

e. Informed Yvonne Liebel that on September 30, 2002, the Court shall hear the Defendants' Motions to Strike.

f. Ordered Yvonne Liebel to file a response to Defendant Eugene Grant's Motion to Strike dated July 16, 2002 scheduled for September 24, 2002, and a response to Defendants' Weil, Gotshal and Manges, LLP et al. Motion to Strike dated August 15, 2002 for the September 30, 2002 hearing and to appear at the hearing. Each Motion to Strike and Memorandum of Law is approx. 30 Pages.

11. Yvonne Liebel and the Corporations do not have Connecticut counsel and Yvonne Liebel is not an attorney. Further, the Question of legal representation is now pending before the Supreme Court of the United States. The Court's decision dated June 27, 2002 to non-suit the corporate Plaintiffs due to: not having zealous counsel to represent their claims; nor to allow the Plaintiff, Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Holding a hearing on Motions to Strike prepared by a cadre of New York/Connecticut attorneys without proper notice and without counsel for the corporations, while the issue of representation in said cases is pending before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights

of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results.

12. For the past sixty days and presently, Yvonne Liebel is in the State of Alabama following up on matters before the U.S. Supreme Court.

WHEREFORE, Yvonne Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development, Corp.; DTL-USA, Inc.; and General homes, Inc. pray the Court to grant them their Motion for Continuance in said cases until a ruling is rendered by the Supreme Court of the United States on the Petition for Writ of Certiorari, or 60 days from this date, whichever is later, in order to properly prepare to respond to the Defendants' Motions to Strike.

Respectfully submitted,

/S/_____
Yvonne Liebel, et al.

CERTIFICATE OF SERVICE

This is to certify that I have on the 26th day of September 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record

(See attached certification page):

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

September 26, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 6 pages including cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: The Visiting Nurse Assoc. vs. The Alliance Foundation, Inc. No. SP02-10636
DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank No. CV 00 0338142 S
Rene Heinecke vs. Yvonne Liebel CV 98 333546 S
Washington Mutual Bank, F.A vs. Yvonne Liebel, Et al. No. CV-02-0346367

Dear Robin:

Faxed please find for filing a Motion for Continuance on all legal proceedings in the above-docketed cases for reasons stated in the attached Motion, and the Petition for Writ of Certiorari, case No. 02-431, pending before the Supreme Court of the United States. One of the central Questions raised in the Petition is the right of the undersigned to represent her corporations, effecting the Alliance Foundation, Inc.; DTL-USA, Inc.; and General Homes, Inc. parties in said cases. Continued denial of the undersigned pleas and failure to grant this Motion shall cause the undersigned and her corporations to commence legal action against the State of Connecticut; the

individual Judge or Judges who render further decisions in said cases; and Administrative Judge, Hon. Judge Langenbach.

Thank you for your time and attention.

Very truly yours,

/S/
Yvonne Liebel, pro se,
Shareholder, Founder and CEO:
The Alliance Foundation, Inc.; Alliance Capital, Inc.; General Homes, Inc.; DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification page

Docket Numbers: CV 00 0338142 S
SP02-10636

CV 98 0333546 S
CV 02 0346367 S

YVONNE LIEBEL; GENERAL HOMES, INC.; DTL-USA, INC.; THE ALLIANCE FOUNDATION, INC.	:	**STATE OF CONNECTICUT**
	:	**DANBURY SUPERIOR COURT**
VS.	:	
VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC., ET AL.	:	**SEPTEMBER 26, 2002**

MOTION FOR CONTINUANCE

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed cases and presents this Motion for Continuance, and shows unto the Court as follows:

1. All the above-docketed cases are before this Honorable Court.
2. The above-docketed cases are clearly related as they arise out of the same or similar events, circumstances and/or occurrences. Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations.

3. Ridgefield Bank, Visiting Nurse Association of Ridgefield, Inc., Rene Heinecke, Washington Mutual Bank, F.A. and others on the opposing side of Yvonne Liebel and her corporations, have resorted to abusive and dilatory tactics such as scheduling depositions, filing retaliatory and frivolous lawsuits, filing unlawful evictions and foreclosures, numerous pleadings and motions to the Court to bury her in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance.

4. By inundating the Court with such pleadings and motions, the opposition has made it nearly impossible for Yvonne Liebel to prosecute and defend said actions separately and the Petition for Writ of Certiorari.

5. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate and Memorandum of Law in the above-docketed case CV 02 034 6367 with the other cases. Motion pending.

6. On August 29, 2002, Yvonne Liebel filed a Motion to Stay in all above docketed cases except in case CV 02 034 6367 S, awaiting the Court ruling on Motion to Consolidate, due to her pending amended Petition for Writ of Certiorari.

7. On September 14, 2002,Yvonne Liebel, et al. filed an amended Petition for Writ of Certiorari before the Supreme Court of the United States implicating all above docketed cases. Copies were served on opposing counsel and pro se parties, and courtesy copies were mailed to all Courts.
8. On September 12, 2002 the Court scheduled on its short calendar for September 16, 2002, a hearing on the Plaintiff's Motion for Default for Failure to Disc. Def. in case CV 02 034 6367. The Court mailed the schedule to Yvonne Liebel at the wrong suite number. Yvonne Liebel received the schedule on September 17, 2002. Further, the Plaintiff filed Request for Judgment and Possession of Yvonne Liebel's property, also concerning General Homes, Inc.'s position in the Foreclosure action.

9. Yvonne Liebel and the Corporations do not have Connecticut counsel and Yvonne Liebel is not an attorney. Further, the Question of legal representation is now pending before the Supreme Court of the United States. The Waterbury Complex Litigation Docket's decision in related cases to non-suit Yvonne Liebel's corporations due to: not having zealous counsel to represent their claims; nor to allow Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Decisions rendered in this Court, effecting said cases, are also pending before the U.S. Supreme Court. Holding any Court hearings or rendering any Court decisions on significant matters such as

foreclosure, eviction, and other actions, prepared by a cadre of New York/Connecticut attorneys, without proper notice and without counsel for the corporations, while the issue is before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results.

10. For the past sixty days and presently, Yvonne Liebel is in the State of Alabama following up on matters before the U.S. Supreme Court.

WHEREFORE, Yvonne Liebel; The Alliance Foundation, Inc.; DTL-USA, Inc.; and General homes, Inc. pray the Court to grant them their Motion for Continuance in said cases until a ruling is rendered by the Supreme Court of the United States on the Petition for Writ of Certiorari, or 60 days from this date, whichever is later, in order to properly prepare to respond to any and all opposing counsel's pleadings

Respectfully submitted,

/S/_____
Yvonne Liebel

CERTIFICATE OF SERVICE

This is to certify that I have on the 26th day of September 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification page)

APPENDIX H

"Motion for Leave to Amend Third Amended Complaint and Plaintiffs' Response to Defendants' Motions to Strike Dated July 16 and August 15, 2002" (By the Alliance Entities) 9/29/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

September 29, 2002

Via Fax: (203) 236-8234 (cover plus 19 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8234
Complex Litigation Docket, 400 Grand Street
Waterbury, CT 06702 (Attn. Melanie/ Hon. Sheldon, J./ Shuman, J.)

Re: The Alliance Foundation, Inc. et al vs. Eugene Grant et al No. (X02) CV-01-0167482
Eugene M. Grant vs. The Alliance Foundation, Inc. No. (X02) CV-01-0167556
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167457
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167458

Dear Sir/Madam:

Faxed please find a Motion for Leave to Amend Third Amended Complaint and an attempted Response to the Defendants' Motions to Strike for the Hearing scheduled for September 30, 2002. The Motion shall be included in a new Supplement to the Petition for Writ of Certiorari, case No. 02-431, amending the Petition in accordance with the Motion. Further, decisions rendered by the Court subsequent to the filing of the original Petition on July 2, 2002, shall be also included in the Supplement.

Thank you for your time and attention.

Very truly yours,

Yvonne Liebel, pro se,
Shareholder, Officer, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.; DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification Page

Docket Numbers: (X02) CV-01-0167482

THE ALLIANCE FOUNDATION, INC. YVONNE LIEBEL; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; GENERAL HOMES, INC.	:	**STATE OF CONNECTICUT**
	:	**WATERBURY SUPERIOR COURT**
	:	**COMPLEX LITIGATION DOCKET**
VS.	:	
	:	
EUGENE GRANT; ROBERT NAGRO; RICHARD SOLOMON; WEIL, GOTSHAL AND MANGES, LLP; MARK HOENIG; DAVID STONE; RIDGEFIELD	:	

BANK; REYNOLDS AND ROWELLA :
LLP; BRIDGE TO BROTHERHOOD, :
INC.; IRA MILSTEIN; MARVIN JACOB; :
PRICEWATERHOUSECOOPERS LLP/ :
/KESSELMAN AND KESSELMAN LLP. : SEPTEMBER 29, 2002

MOTION FOR LEAVE TO AMEND THIRD AMENDED COMPLAINT AND PLAINTIFFS' RESPONSE TO THE DEFENDANTS' MOTIONS TO STRIKE DATED JULY 16 AND AUGUST 15, 2002

The Plaintiffs, YVONNE LIEBEL; THE ALLIANCE FOUNDATION, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; AND GENERAL HOMES, INC. in the above-docketed case

ORAL ARGUMENT REQUESTED
TESTIMONY REQUIRED

present before this Honorable Court this Motion for Leave to Amend their Third Amended Complaint and their Response to Motions to Strike filed by the Defendants, Eugene M. Grant et al. on July 16, 2002, and the Defendants, Weil, Gotshal and Manges, LLP et al, dated August 15, 2002. In lieu of a Memorandum of Law, the Plaintiffs incorporate by reference herein their Three-Volume Petition for Writ of Certiorari filed with the Supreme Court of the United States on September 14, 2002 and certain other Exhibits. Said Petition incorporates in Vol. II of Petition, the first Petition for Writ of Certiorari filed by the Plaintiffs in July 2001, which is applicable to this case. Said Volumes I, II and III and certain other Exhibits are made a part of this Motion and Response. The Plaintiffs now show unto the Court as follows:

1. The above-docketed case is before this Honorable Court.

2. Yvonne Liebel and her corporations are directly and/or indirectly implicated in all Counts in said Third Amended Complaint filed in the Danbury Superior Court on October 24, 2000 on the Order of Hon. Adams, J.

3. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate the above-docketed matter with all related cases pending in the Danbury Superior Court. Motion pending.

4. On August 29, 2002, Yvonne Liebel filed a Motion to Stay all proceedings in the above-docketed matter until a ruling is made by the Supreme Court of the United States on a pending Petition for Writ of Certiorari that involve issues that could significantly alter this Court's adjudication results, e.g.:

   a. A U.S. Supreme Court permission to let Yvonne Liebel represent her corporations;

   b. A U.S. Supreme Court decision to overturn this Court's decision to dismiss the corporate claims (Hon. Sheldon, J.) rendered on the basis of absence of zealous counsel to represent their claims and not on merit.

5. Yvonne Liebel's Motion to Stay was filed in response to this Court Orders to prepare responses to the Defendants' Motions to Strike and Memoranda of Law (approx. 30 pages each) dated July 16, 2002 (Defendants, Grant, Nagro, and Solomon), and August 15, 2002 (Defendants, Weil, Gotshal and Manges, LLP et al.), and her participation at a hearing on these Motions scheduled for September 30th, 2002.

6. During said period, Yvonne Liebel was in the midst of writing Vol. III of her Petition for Writ of Certiorari while in Selma/Montgomery, Alabama.

7. On September 3, 2002, this Court (Hon. Shuman J.) denied Yvonne Liebel's Motion to Stay, filed on August 29, 2002. Said Notice of denial did not include Memorandum of Decision.

8. Said Notice of denial was sent to the wrong address. The Court (Court Officer, Melanie Dillon) verbally informed Yvonne Liebel of the Notice only on September 24, 2002, and only after Yvonne Liebel filed a second Motion to Stay earlier that day. This made it impossible for Yvonne Liebel to prepare adequate responses to the Defendants Motions to Strike and to participate in the September 30 hearing on these Motions.

9. On September 26, 2002, Yvonne Liebel filed a Motion for Continuance for 60 days or until the Supreme Court of the United States rules on the pending Petition for Writ of Certiorari, whichever is later, in order to properly prepare for these significantly important Motions, such as Motions to Strike prepared by a cadre of Connecticut/New York attorneys.

10. In the afternoon of September 27, this Court (Shuman, J.) denied Yvonne Liebel's Motion for Continuance, stating: " Denied. Cannot wait until the last day and afternoon before the hearing to request a continuance, especially on the tenuous grounds presented, when she had notice of the hearing since August 12, 2002, when the court issued the scheduling order for this matter."

11. Yvonne Liebel is not an attorney and has no counsel for herself or her corporations. She is currently in the State of

Alabama without an access to a Connecticut law library. She is now forced to prepare this time-sensitive document between the evening of September 27, 2002, and the evening of September 29, 2002 in time for the September 30, 2002 hearing. Therefore, Yvonne Liebel is unable at this time to properly address each of the points raised in the Defendants' Motions, only to provide this Honorable Court with the irregularities that are surrounding this Third Amended Complaint. Further, this timetable makes it utterly impossible for Yvonne Liebel to physically participate at the hearing in Connecticut.

12. Attorney Joyce Morin who signed the Third Amended Complaint on behalf of the Corporate Plaintiffs and Yvonne Liebel, alongside Yvonne Liebel, made insignificant contribution to the document, in fact, her primary contribution was to validate the document with her signature as Connecticut counsel on behalf of the corporate plaintiffs, and to grammatically edit the document. The subject of Attorney Joyce Morin's contribution to the Complaint and the various degrees and techniques of sabotage used by all Connecticut counsel representing the Plaintiffs prior to and/or since its commencement, including Attorney Morin's, is greatly debated in the two Petitions for Writ of Certiorari filed in 2001 and 2002, and the Plaintiffs' countless pleadings that included overwhelming evidence and testimony "begging" the Connecticut Courts for their intervention, or allowing Yvonne Liebel to represent her corporations in the alternative. The Court chose to dismiss the corporate claims, not on merit, but for lack of counsel, undermining Yvonne Liebel's efforts to gain access to the Courts and obtain fair representation for her claims and the claims of her corporations.

13. Considering that Yvonne Liebel and her corporations are directly and/or indirectly implicated in all 28 Counts of their Third Amended Complaint; and considering:

    a. That the Third Amended Complaint was sabotaged by the Plaintiffs' counsel;

    b. That Yvonne Liebel had less than minimal legal assistance from Attorney Morin in the preparation of the Complaint and Yvonne Liebel had no litigation experience whatsoever prior to this litigation;

    c. That Hon. Adams, J. gave Yvonne Liebel only 6 days (from October 16 to October 24, 2000) to File a "Final" Amended Complaint for a Complaint which has as its First Count, an ongoing 'Conspiracy to destroy a Business', and which would require an in-depth investigative judicial process, not yet conducted, in order to submit an appropriate final document. Further, this Court Order was entirely inappropriate considering the State of Connecticut's liberal policy with regard to amended complaints;

    d. That the "final" Complaint had to include all new Defendants (7 Defendants) and the drafting of new Counts, as well as incorporating their causes of actions in existing Counts;

    e. That the "final" Complaint had to include new Plaintiffs (4 Corporations) and their new claims, and said claims also had to be incorporated into existing Counts;

    f. That Yvonne Liebel had to incorporate into the Complaint, the Court's numerous revisions arising from the Defendants' Requests to Revise (the

Plaintiffs' own advisory Counsel (Attorney William Barrente) suggested that the Plaintiffs agree to the Defendant's over 50 changes, when in a prior Request to Revise, the Court slashed the Defendants' requests from 66 to 8 Requests. In a mammoth effort, Yvonne Liebel managed to incorporate all required revisions into the new Third Amended Complaint. Barrente's representation was greatly limited following this fiasco. He was later discharged from representation).

g. That Yvonne Liebel had to also prepare and file by October 24, 2000 necessary Motions to Consolidate and Memoranda of Law in this and in related actions;

h. That Hon. Adams, J. denied a Motion for Continuance filed by Yvonne Liebel on October 23, 2000, refusing to grant additional time necessary to cover all aspects of the Complaint, forcing Yvonne Liebel to include substantial number of exhibits in an effort to compensate for any inadequacies in the Complaint;

i. That only a small part of the sabotage caused by the plaintiffs' counsel was remedied, when Hon. Radcliff J. and Hon. Hiller J. cited-in certain parties as Defendants on the Plaintiffs' Motion. The Court stated that based on "evidence and testimony": the Defendants, Ridgefield Bank; Weil, Gotshal and Manges, LLP; Bridge to Brotherhood, Inc.; Ira Millstein; Marvin Jacob; David Stone; and Mark Hoenig must be cited into the case, joining existing Defendants.

Considering the above facts and other facts that may be missed due to the time constraints in preparing this

document, the Plaintiffs wish to further amend their Complaint to include all Plaintiffs in all 28 Counts, with the exception of Count 28 (Intentional Infliction of Emotional/Mental Distress), which is not applicable to Corporate Plaintiffs.

14. The above Plaintiffs also wish to further amend their Third Amended Complaint to include the following parties as new party Defendants for their abuse of judicial power: The State of Connecticut (including but not limited to all the Plaintiffs' Attorneys that sabotaged their litigation; the Ridgefield Postmaster; and the Ridgefield Marshal); Chief Justice, William J. Sullivan; Acting Chief Justice, David M. Borden; Chief Clerk, Appellate/Supreme Court, Francis J. Drumm, Jr.; Chief Clerk, Danbury Superior Court; Administrative Judge, John J. Langenbach; Danbury Superior Court, Judge Adams; Danbury Superior Court, Judge Arthur Hiller; Danbury Superior Court, Judge White; Danbury Superior Court, Judge Ginnochio; (The "Judiciary"). Their actions included, but were not limited to the following:

    a. Forcefully and unlawfully transferring the Plaintiffs' case from a Court of proper venue to the Complex Litigation Docket, a new offshoot of the Superior Court System with wide latitude to interpret Connecticut law without an available published manual to all litigants.

    b. Failing to transfer all related cases to a single court, causing chaos, confusion, errors and irreparable harm to the Plaintiffs' claims.

    c. Inappropriately administering Connecticut Law in order to short circuit and harm the Plaintiffs' litigation to the detriment of their claims.

d. Causing countless errors and omissions in docket sheets, court schedules, court orders, transcripts, etc., thereby altering the true state of the files for members of the judiciary and for the public, and irreparably damaging the Plaintiffs' litigation.

e. Continuously violating the Plaintiffs' constitutional and civil rights to due process of law, access to the courts, fair representation, and freedom of speech, thereby adversely effecting legal proceedings.

f. Failing to consolidate the many related actions that arise out of the same controversy and share common parties, contrary to Connecticut Rules of Procedure that call for consolidation for judicial economy and complete determination of the facts, causing the Plaintiffs harassment, undue pressure, work, financial loss, chaos, confusion, and errors while distorting adjudication results to the Defendants' advantage.

g. Conducting proceedings in a biased manner to favor the Defendants, and playing "Musical Chairs" with Judges, in an effort to limit their liabilities, defuse their conduct and distort the Plaintiffs' claims, causing an exhaustive and expensive appeal process which to date ended with two separate Petitions for Writ of Certiorari to the United States Supreme Court.

h. Causing undue delays of legal proceedings or their inducement, to the advantage of the Defendants.

i. Zealously clinging to procedure and abandoning the substance and intent of the law, to the detriment of the Plaintiffs' claims and to the interest of justice.

j. Causing Yvonne Liebel undue administrative, financial and physical hardships in order to sabotage her claims and her corporations' claims and exhaust her of her limited resources.

k. Limiting public access to the files.

l. Withholding memoranda of decisions and leaving the Plaintiffs perplexed.

m. Conducting legal proceedings with egregious inconsideration to Yvonne Liebel's pro se representation and other limitations while inflicting upon her such pain, suffering, abuse, and shock, and depleting her of self esteem, self confidence, resources and faith in the Connecticut judicial system.

n. Causing the unlawful eviction of the Plaintiffs from their offices, and the possible execution of an unlawful foreclosure action on Yvonne Liebel's residence/Alliance Institute.

o. Tampering with the Plaintiffs' mail (see Exhibit A, most recent letter to the Ridgefield Postmaster and evidence, 6 pages).

p. Issuing unlawful Eviction Execution Notice (Marshal's Notice. See Vol. II of Petition);

q. Etc., etc. The number of violations and subsequent damage are too numerous to list at this time as they span over a period of several years. Specifics can be found in detail within the two Petitions for Writ of Certiorari filed by the Plaintiffs with the Supreme

Court of the United States in July 2001, Case No. 01-158, and in July 2002, Case No. 02-431.

15. On several occasions Yvonne Liebel plead with the Courts to break the vale of silence about what was covertly done with her corporations and their assets, so that she can become part of the solution rather than an escalation of the problem. The Connecticut Courts preferred to ignore her pleas for resolution and continue on this collision course that seems to corrupt everyone and everything in sight, causing this litigant grief that surpasses verbal expression.

WHEREFORE, Yvonne Liebel; Alliance Capital, Inc.; Alliance International Development, Corp.; DTL-USA, Inc.; and General homes, Inc. pray the Court to grant them their Motion for Leave to Amend the Plaintiffs' Third Amended Complaint to include:

1. All Plaintiffs in all Counts except Count 28;

2. The Judiciary as Defendants in the following Counts: First Count – Conspiracy to Destroy a Business; Second Count- Breach of fiduciary duty; Third Count- Waste and Squandering of Corporate Assets; Fourth Count- Willful Mismanagement; Sixth Count- Tortuous Interference with Financial Expectation; Seventh Count- Legal Malpractice/Conflict of Interest; Ninth Count- Aiding and Abetting in Conspiracy to Destroy a Business; Twenty-Eighth Count- Intentional Infliction of Emotional/Mental Distress; Applicable new counts for ethic violations and harassment in accordance with the laws of the State of Connecticut.

3. To allow time for the United States Supreme Court to render its decisions and or at least 60 days from this day to review all aspects of the Third Amended Complaint, in this

litigation the Court labeled "Complex", so justice can be served.

Respectfully submitted,

/S/_____
Yvonne Liebel, et al.

ORDER

The forgoing motion having been heard, it is hereby ordered:
Granted/Denied

The Court

_____
Hon. Schuman, Judge

CERTIFICATE OF SERVICE

This is to certify that I have on the 29th day of September 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record

(See attached certification page):

APPENDIX I

"Motions for Continuance"(By the Alliance Entities) 10/4/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 4, 02

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 6 pages including cover 203-207-8642

Attn: Ms. Robin Smith Hon. White, J.
Deputy Chief clerk

Re: Washington Mutual Bank, F.A vs. Yvonne Liebel, Et al. No. CV-02-0346367

Dear Robin:

Faxed please find for filing in the above captioned foreclosure matter, a Motion for Continuance for the Court's short calendar October 7, 2002 hearing. The chief reason for the Continuance is that the Plaintiff, Washington Mutual, Bank, F.A. never mailed or faxed the Defendants, Yvonne Liebel and General Homes, Inc. copy of the pleadings requesting judgment and

possession of the premises. As a matter of fact, the only pleading the undersigned, Yvonne Liebel and General Homes, Inc. received from the Plaintiff since the commencement of its foreclosure action was the initial Complaint and Summons. We received these documents by mail and fax to the Beverly Hills office address. None of the Bank's other pleadings have been mailed or faxed to us. This underhanded behavior by the Washington Mutual Bank's attorneys continues a long tradition of irregularities by this Bank toward this Client/Defendants.

The Defendants, Yvonne Liebel and General Homes, Inc. respectfully ask the Court to order the Plaintiff, Washington Mutual Bank, F.A. to immediately provide by fax and mail a copy of all its pleadings filed to date in the above matter, and reprimand the Bank for this outrageous conduct. The Defendants also respectfully ask the Court for 14 days continuance from the date they receive these pleadings to properly respond to each of them.

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Representative, General
Homes, Inc.

Docket Number: CV 02 0346367 S

WASHINGTON MUTUAL BANK, F.A.	:	**STATE OF CONNECTICUT**
VS.	:	**DANBURY SUPERIOR COURT**
YVONNE LIEBEL; GENERAL HOMES, INC. ET AL.	:	**OCTOBER 4, 2002**

MOTION FOR CONTINUANCE

COME NOW, YVONNE LIEBEL, AND GENERAL HOMES, INC., in the above-docketed case in this Motion for Continuance and show unto the Court as follows:

1. The above-docketed case is before this Honorable Court.

2. Yvonne Liebel and her corporation, General Homes, Inc. are implicated in the above matter.

3. Washington Mutual Bank, F.A. has resorted to abusive and dilatory tactics such as filing this unlawful foreclosure action; and filing pleadings without mailing copies to the Defendants, Yvonne Liebel and General Homes, Inc., while presenting the Court with Certification of Service. This is in order to avoid timely and properly prepared responses by Yvonne Liebel and her corporation.

4. By this conduct, the opposition has made it impossible for Yvonne Liebel to properly defend her property and the rights of her corporation's interest in said property.

5. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate and Memorandum of Law in the above–docketed case CV 02 034 6367 with the other cases. On October 4, 2002, Yvonne Liebel has learned from the Clerk of the Court, that her Motion was denied on August 19, 2002, by Hon. Carroll, J. Yvonne Liebel did not receive a written denial notice to her Beverly Hills address as she received on October 1, 2002 on Court's other decisions.

6. On August 29, 2002, Yvonne Liebel filed a Motion to Stay in all pending matters before this Court except in the above

captioned matter, due to a pending Petition before the U.S. Supreme Court, awaiting the Court ruling on Motion to Consolidate.

7. On September 14, 2002,Yvonne Liebel, et al. filed an amended Petition for Writ of Certiorari before the Supreme Court of the United States implicating the above matter. Copies were served on opposing counsel and pro se parties, and courtesy copies were mailed to all Courts.

8. On September 12, 2002 the Court scheduled on its short calendar for September 16, 2002, a hearing on the Plaintiff's Motion for Default for Failure to Disc. Def. in case CV 02 034 6367. Yvonne Liebel never received a copy of this pleading. The Court mailed the schedule to Yvonne Liebel at the wrong suite number. Yvonne Liebel received the schedule on September 17, 2002. Further, the Plaintiff filed Request for Judgment and Possession of Yvonne Liebel's property, also concerning General Homes, Inc.'s position in the Foreclosure action. Yvonne Liebel never received a copy of this pleading either. On October 4, 2002, Yvonne Liebel found out from the Court Clerk that the Court defaulted Defendant, Casey Sheet Metal, for failure to disclose defense.

9. Yvonne Liebel and the Corporations do not have Connecticut counsel and Yvonne Liebel is not an attorney. Further, the Question of legal representation is now pending before the Supreme Court of the United States. The Waterbury Complex Litigation Docket's decision in related cases to non-suit Yvonne Liebel's corporations due to: not having zealous counsel to represent their claims; nor to allow Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the

Petition for Writ of Certiorari. Decisions rendered in this Court, effecting said cases, are also pending before the U.S. Supreme Court. Holding any Court hearings or rendering any Court decisions on significant matters such as foreclosure, eviction, and other actions, prepared by a cadre of New York/Connecticut attorneys, without proper notice and without counsel for the corporations, while the issue is before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporation, and shall carry grave consequences to adjudication results.

10. Yvonne Liebel has personally arrived to this short calendar hearing from Birmingham, Alabama, in order to insure receipt of the pleadings filed by the Plaintiff, Washington Mutual Bank, et al. and to ask the Court for continuance in this matter for the purpose of properly responding to the Plaintiff's pleadings.

WHEREFORE, Yvonne Liebel and General homes, Inc. pray the Court to grant them their Motion for Continuance for 14 days after receipt of the Plaintiff's pleadings and/or until a ruling is rendered by the Supreme Court of the United States on the Petition for Writ of Certiorari, whichever is later, in order to properly prepare and respond to any and all opposing counsel's pleadings

Respectfully submitted,

/S/_____
Yvonne Liebel and General Homes, Inc.

ORDER

The forgoing motion having been heard, it is hereby ordered: Granted/Denied

The Court

Hon. White, Judge

CERTIFICATE OF SERVICE

This is to certify that I have on the 4th day of October 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification page)

APPENDIX J

"Counterclaims and Cross Claims" v. Washington Mutual Bank F.A. et al. (By the Alliance Entities) 10/5/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 5, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 14 pages including cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Hon. White, J.

Re: Washington Mutual Bank, F.A vs. Yvonne Liebel, Et al. No. CV-02-0346367
Counterclaims and Cross Claims against Washington Mutual Bank, F.A. et al.

Dear Robin:

Faxed please find for filing in the above captioned foreclosure matter, Counterclaims and Cross Claims by the Defendants, Yvonne Liebel and General Homes, Inc. et al. against the Plaintiff, Washington Mutual Bank, F.A. and the Defendants, The Chase Manhattan Bank; Casey's Sheet Metal Services, Inc., et al.

This pleading shall also be filed with the Court in person at the Short Calendar hearing, on October 7, 2002. For the record, you informed me of said hearing on Thursday, October 3, 2002 when I called the Court for a status report. I never received a written notice of said hearing from the Court. Since this hearing is so significant to holding on to my residence, also the home of The Alliance Foundation, Inc., I plan to fly to Connecticut from Birmingham, Alabama at great financial and physical hardship, to specifically attend this hearing. The purpose is to argue the Motion for Continuance I filed yesterday (the Plaintiff never sent us a copy of this pleading for judgment and possession, nor any of its other pleadings in this matter), and to serve this pleading on the Plaintiff, Washington Mutual Bank, F.A.

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Representative: General Homes, Inc.; DTL-USA, Inc.; Alliance Foundation, Inc.; Alliance Capital, Inc. Alliance International Development Corp.

Cc: Per enclosed Certification

Docket Number: CV 02 0346367 S

WASHINGTON MUTUAL BANK, F.A.	**: STATE OF CONNECTICUT**
	: DANBURY SUPERIOR COURT
VS.	**:**
YVONNE LIEBEL; GENERAL HOMES, INC. ET AL.	**: OCTOBER 5, 2002**

COUNTERCLAIMS AND CROSS CLAIMS

COME NOW, YVONNE LIEBEL and her corporations: GENERAL HOMES, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; AND DTL-USA, INC., (Yvonne Liebel and her corporations shall be referred to from this point forward as the "Alliance Entities"), and present their Counterclaims and Cross Claims in the above-docketed case and show unto the Court as follows:

1. **The above-docketed case is before this Honorable Court.**

2. Yvonne Liebel, implicated in the above-docketed case, either prosecutes (through the filing of these Counterclaims and cross Claims) or defends (through the above-docketed case) on behalf of herself and/or her corporations.

3. Pursuant to P.B. Section 10-10, the Alliance Entities are implicated in the above matter as their counterclaims and cross claims " arise out of the transaction or one of the transactions which is the subject of the plaintiff's complaint" by virtue of financing withheld from them, and to that end, irregularities surrounding said denial by the Plaintiff, Washington Mutual Bank, F.A. (Referred to from this point forward as the "Bank"). Said conduct by the Bank adversely affected and continues to adversely affect the Alliance Entities' operations; financial solvency; their litigation against all opposing parties; and their corporate and personal missions, as more specifically described in Exhibit B below (Motion to Consolidate). Therefore the Alliance Entities bring the claims listed below against said Bank.

4. "A defendant may also file a counterclaim or cross claim under this section against any other party to the action for the purpose of establishing that party's liability to the defendant for all or part of the plaintiff's claim against that defendant." The Alliance Entities are therefore filing claims against the Chase Manhattan Bank (Referred to from this point forward as "Chase") and Casey's Sheet Metal Services, Inc. (Referred to from this point forward as "CSM"), the other named Defendants in the above-docketed case.

5. Pursuant to P.B. Section 10-10: " and if necessary, additional parties may be summoned in to answer any such counterclaim or cross claim". The Alliance Entities are therefore summoning: Sandy McArthur; Paul Rossitto; Ridgefield Bank; Gary Smith; Reynolds and Rowella, LLP;

Thomas F. Reynolds; Rene Heinecke; The Visiting Nurse Association of Ridgefield, Inc.; Helena Nicholas; Joyce Ligi; Eugene Grant; Robert Nagro; Richard Solomon; Weil, Gotshal and Manges LLP; Bridge to Brotherhood, Inc.; Mark Hoenig; David Stone; Ira Millstein; Marvin Jacob; PricewaterhouseCoopers LLP/Kesselman and Kesselman; Brooks Laboratories, Inc.; The State of Connecticut, including but not limited to: Attorney William Barrente; Attorney Joyce A. Morin; the law firm of Reiner and Reiner (the Bank's Legal Counsel); Ridgefield's Marshal, James E. Sullivan; Chief Justice, William J. Sullivan; Acting Chief Justice, David M. Borden; Chief Clerk, Appellate/Supreme Court, Francis J. Drumm, Jr.; Chief Clerk, Danbury Superior Court; Administrative Judge, John J. Langenbach; Danbury Superior Court, Judge Adams; Danbury Superior Court, Judge Arthur Hiller; Danbury Superior Court, Judge White; Danbury Superior Court, Judge Ginnochio; (Referred to from this point forward as the "Judiciary"), and the Ridgefield Postmaster.

6. In support of their Counterclaims and their Cross Claims, the Alliance Entities enter hereto and incorporate by reference herein the following documents:

    a. Exhibit A, Third Amended Complaint filed on October 24, 2000 at the Danbury Superior Court at Danbury, Connecticut.

    b. Exhibit B, Motion to Consolidate the above-docketed case with all pending related cases at the Danbury Superior Court and the Waterbury Superior Court, Complex Litigation Docket filed in this Court by the Alliance Entities on July 31, 2002 (Danbury: CV 00 0338142 S; SP02-10636; CV 98 0333546 S; CV 02 0346367 S. Waterbury: (X02) CV-01-0167482; (X02)

CV-01-0167556; (X02) CV-01-0167457; (X02) CV-01-0167458.

c. Exhibit C, "Motion for Leave to Amend Third Amended Complaint and Response to the Defendants Motions to Strike" filed by the Alliance Entities on September 29, 2002 in the Waterbury Superior Court, Complex Litigation Docket;

d. Exhibit D, All pleadings filed in all cases and in all Courts including the two appeals and Brief filed in the Connecticut Appellate/Supreme Court beginning November 2000;

e. Exhibit E, Two Petitions for Writ of Certiorari filed with the Supreme Court of the United States: Petition No. 01-158 filed on July 31, 2001, and Petition No. 02-431 filed on July 2, 2002;

7. The Alliance Entities are therefore bringing the following Counterclaims and Cross claims against the Bank and all parties named in Points 4 and 5 of this document and charge them with the following Counts, as applicable to each party, and as more specifically described in testimony and evidence exhibited in Exhibit A (Third Amended Complaint): First Count – Conspiracy to Destroy a Business; Second Count- Breach of fiduciary duty; Third Count- Waste and Squandering of Corporate Assets; Fourth Count- Willful Mismanagement; Fifth Count- Fraudulent Misrepresentation; Sixth Count- Tortuous Interference with Financial Expectation; Seventh Count- Legal Malpractice/Conflict of Interest; Eighth Count- Breach of Non-Disclosure agreement/Fraudulent misrepresentation; Ninth Count- Aiding and Abetting in Conspiracy to Destroy a Business; Eleventh Count- Tortuous Interference with Business Relationships; Twelfth Count- Constructive Fraud;

Thirteenth Count- Legal Malpractice/Breach of Attorney client/ privilege/ Misrepresentation; Fourteenth Count- Legal Malpractice/Breach of Attorney Client Privilege/Fraudulent Misrepresentation; Fifteenth Count- Breach of Agreement; Sixteenth Count- Tortuous Interference with Business expectation; Seventeenth Count- Breach of Agreement/Fraudulent Misrepresentation; Eighteenth Count- Promissory Estoppel; Nineteenth Count- Fraudulent Misrepresentation; Twentieth Count- Breach of partnership Agreement; Twenty First Count- Promissory Estoppel; Twenty Second Count- Breach of Contract; Twenty Third Count- Breach of Contract; Twenty Fourth Count- Promissory Estoppel; Twenty Fifth Count- Contract Breach; Twenty Six Count- Breach of Contract; Twenty Seventh Count- Breach of Contract and Fraudulent Misrepresentation; Twenty-Eighth Count- Intentional Infliction of Emotional/Mental Distress;

8. In addition to the above claims, The Alliance Entities are also bringing the following claims against the State of Connecticut and the Judiciary for abuse of their power against the Alliance Entities, as applicable to each party, and charge them with the following, as more specifically described through testimony and evidence in Exhibits B, C, D and E:

    a. Forcefully and unlawfully transferring the Alliance Entities' case from a Court of proper venue to the Complex Litigation Docket, a new offshoot of the Superior Court System with wide latitude to interpret Connecticut law without an available published manual to all litigants.

b. Failing to transfer all related cases to a single court, causing chaos, confusion, errors and irreparable harm to the Alliance Entities' claims.

c. Inappropriately administering Connecticut Law in order to short circuit and harm the Alliance Entities' litigation to the detriment of their claims.

d. Causing countless errors and omissions in docket sheets, court schedules, court orders, transcripts, etc., thereby altering the true state of the files for members of the judiciary and for the public, and irreparably damaging the Alliance Entities' litigation.

e. Continuously violating the Alliance Entities' constitutional and civil rights to due process of law, access to the courts, fair representation, and freedom of speech, thereby adversely affecting legal proceedings.

f. Failing to consolidate the many related actions that arise out of the same controversy and share common parties, contrary to Connecticut Rules of Procedure that call for consolidation for judicial economy and complete determination of the facts, causing the Alliance Entities harassment, undue pressure, work, financial loss, chaos, confusion, and errors while distorting adjudication results to the opposing parties' advantage.

g. Conducting proceedings in a biased manner to favor the opposing parties, and playing "Musical Chairs" with Judges, in an effort to limit their liabilities, defuse their conduct and distort the Alliance entities' claims, causing an exhaustive and expensive appeal process which to date ended with two separate

Petitions for Writ of Certiorari to the United States Supreme Court. Petition 02-431 is pending.

h. Causing undue delays of legal proceedings or their inducement, to the advantage of the opposing parties.

i. Zealously clinging to procedure and abandoning the substance and intent of the law, to the detriment of the Alliance Entities' claims and to the interest of justice.

j. Causing Yvonne Liebel undue administrative, financial and physical hardships in order to sabotage her claims and her corporations' claims and exhaust her of her limited resources.

k. Limiting public access to the files.

l. Withholding memoranda of decisions and leaving the Alliance Entities' perplexed.

m. Conducting legal proceedings with egregious inconsideration to Yvonne Liebel's pro se representation and other limitations while inflicting upon her such pain, suffering, abuse, and shock, and depleting her of self esteem, self confidence, resources and faith in the Connecticut judicial system.

n. Causing the unlawful eviction of the Alliance Entities from their offices, and the possible execution of an unlawful foreclosure action on Yvonne Liebel's residence/Alliance Institute.

o. Tampering with the Plaintiffs' mail.

p. Issuing unlawful Eviction Execution Notice.

q. Applicable new counts for ethic violations in accordance with the laws of the State of Connecticut.

r. Applicable new counts for harassment in accordance with the laws of the State of Connecticut.

s. Applicable new counts for the destruction of Yvonne Liebel's personal and professional reputation.

t. Applicable new counts for the destruction of the Alliance Entities' personal and corporate missions.

u. Etc., etc. The number of violations and subsequent damage are too numerous to list at this time as they span over a period of several years.

9. In addition, the opposing parties on the other side of the Alliance Entities, where applicable to parties working alone or to parties working in concert with others, have resorted to abusive, dilatory and fraudulent tactics such as scheduling depositions; filing retaliatory and frivolous lawsuits; filing an unlawful eviction and an unlawful foreclosure; failing to mail copies of their pleadings to the Alliance Entities while presenting to the Court Certifications of Service; filing numerous pleadings and motions to the Court while appeal is pending to the Supreme Court of the United States, to bury Yvonne Liebel in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance in order to prevent her from properly prosecuting her Petition to the U.S. Supreme Court and defending the Alliance Entities' claims in on-going legal proceedings. By this conduct, the opposition has made it impossible for Yvonne Liebel to properly defend her

property and claims and the rights of her corporations' interests and claims.

10. Yvonne Liebel and the Corporations do not have Connecticut counsel and Yvonne Liebel is not an attorney. Further, the Question of legal representation is now pending before the Supreme Court of the United States. The Waterbury Complex Litigation Docket's decision in related cases to non-suit Yvonne Liebel's corporations due to: not having zealous counsel to represent their claims; nor to allow Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Decisions rendered in this Court, effecting said cases, are also pending before the U.S. Supreme Court. Holding any Court hearings or rendering any Court decisions on significant matters such as foreclosure, eviction, and other actions, prepared by a cadre of New York/Connecticut attorneys, without proper notice and without counsel for the corporations, while the issue is before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results.

11. Yvonne Liebel is filing this document by fax on October 5, 2002 and will also serve this document on the Bank's representative at a short calendar hearing at the Danbury Superior Court on Monday, October 7, 2002 at 9:30 A.M. held in Courtroom #6, White, J. presiding. Notice of said hearing, was given to Yvonne Liebel by Ms. Robin Smith on October 3, 2002, when Yvonne Liebel called the Court for a case status. Yvonne Liebel never received a written notice of said short calendar hearing. Without proper notice and

under duress and financial and time constraints, Yvonne Liebel had to urgently prepare a Motion for Continuance and this pleading (anticipating possible denial of her Motion and awarding the Bank possession of her property) and plan to arrive at the hearing from Birmingham, Alabama.

Dated at Birmingham, Alabama, October 5, 2002.

THE DEFENDANTS,
YVONNE LIEBEL AND GENERAL HOMES, INC.;
THE ALLIANCE FOUNDATION, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
And
P.O. Box 1153, Ridgefield, CT 06877
Cell: 310-435-0769 Tel: 310-657-2771
Fax: 310-657-2731

Docket Number: CV 02 0346367 S

WASHINGTON MUTUAL BANK, F.A. : STATE OF CONNECTICUT

: DANBURY SUPERIOR COURT

VS. :

YVONNE LIEBEL; GENERAL HOMES, INC. ET AL. :

: OCTOBER 5, 2002

STATEMENT OF DEMAND

The amount, legal interest or property in demand is $15,000 or more, exclusive of interest and costs.

THE DEFENDANTS,
YVONNE LIEBEL AND GENERAL HOMES, INC.;
THE ALLIANCE FOUNDATION, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
And
P.O. Box 1153, Ridgefield, CT 06877
Cell: 310-435-0769
Tel: 310-657-2771 Fax: 310-657-2731

CERTIFICATE OF SERVICE

This is to certify that I have on the 6th day of October 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon all pro se parties and counsel of record:

(See attached certification page for partial list)

EXHIBIT A

YVONNE LIEBEL / THE ALLIANCE ENTITIES

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: (310) 435-0769

8913 Olympic Blvd., Suite 101
Beverly Hills, CA 90211
Tel: (310) 657-2771
Fax: (310) 657-2731

September 20, 2002

Via FedEx to: George Jacob, Roland and/or
Ridgefield Postmaster Supervisor (203) 431-2337 (Total of 1 Page)

Tel: (213) 438-6561
Ridgefield Post Office Supervisor

Re: Mailing of two U.S. Supreme Court packages dated July 2002, and personal mail

Dear Sirs:

This is a recap/update on the above matter and what I was told on Sept. 6 by Mr. George Jacob:

1. That the reason why I only received one U.S. Supreme Court box (containing 18 sets of Petition books) on Tuesday, September 3, 2002, is that the $93.00 you requested for Express Mailing the two boxes was in error, and the $93.00 money order you received from me on September 3, was not sufficient to cover both boxes due to your improper weighing of the Boxes;

2. That the additional $24.50 you requested which I managed to Express Mail to you the following day in time to make the September 4 delivery, was still insufficient due to a problem

with your improper weighing of the boxes, for the second time;

3. The $100.00 check you received from me on the same date, September 3, I'm told on Sept. 6, could not be utilized without proper authorization, although my letters of August 30 and 31, 2002, as well as my long distance phone conversations were with authorized Post Office personnel for such transactions, who were informed repeatedly about the urgency of getting these boxes by September 4;

4. On September 5, after I spoke with Mr. Jacob and Roland, I was promised that the problem was corrected and that the second box and my mail would arrive on September 6, 2002. As a matter of fact, Roland told me that the box was being prepared for shipping as we spoke and it would arrive tomorrow, September 6 together with my mail;

5. When I called the Birmingham Post Office this morning, September 6, I was told there were no packages for me. In total desperation, I called the Ridgefield Post Office at 9:00 am, as this material is time sensitive and the second box contained the balance of 22 sets of the Supreme Court books necessary for complete filing with the Court. I was told by George Jacob to call back at 11:30am, as he was busy! When I called back, Mr. Jacob informed me that Roland "is gone for the next 6 months" and that he had no idea what Roland had promised me;

6. Mr. Jacob asked me to send yet another $100.00 to open a priority shipping account so the first $100.00 I sent on September 3, could be used for shipping the second box at a cost of $75.15. He also said that the balance of $24.85 would cover partial mailing of my mail via priority mail, which would arrive approx. two days after the second box arrived. Further, he said he would forward my mail twice a week

through this account to Birmingham. This, after I repeatedly explained to Mr. Jacob that I was only traveling through Birmingham and that this was a one-time transaction and therefore it was important to get all my mail in one shipment;

7. Mr. Jacob also refused to mail to me the certified mail that arrived, although I explained it was urgent that I receive it, as it contained court documents. He further stated that he could not use the authorization I gave the post office to accept certified mail on my behalf when I sent my original signature and a copy of my driver's license with my checks. I then explained to Mr. Jacob that my mail without the certified pieces is useless at this juncture and instructed him to hold it. Mr. Jacob then said he had to send me my partial mail due to the split of the $100.00 and that he could only hold the rest of my mail for 30 days. He said that beyond 30 days he would have to send the mail back to sender, and if I wanted to hold my mail I had to send him authorization in writing;

8. I was also told to mail $55.00 for the Post Office Box dues, expired in July 2002.

9. In my final conversation with Mr. Jacob on Sept 6, he concluded the following:

    a. That the second Supreme Court box will arrive to Birmingham's post office on September 7, 2002, before noon (it finally did);
    b. That the partial mail will arrive approximately two days thereafter;
    c. That the Priority Shipping account is for one time only. That the Post Office will hold all my mail for 30 days from this date (which I authorized);

d. That I send $100.00 to open said Priority Shipping account (is enclosed);
e. That I send $55.00 for a one-year renewal of the P.O. Box 1153 (is enclosed).

In conclusion: The financial damage I incurred as a result of this harassment and abuse exceeds $1000.00 as I couldn't take any more chances and ordered the 44 books reprinted on Sept. 5 (see copy of the printing receipt and my check for the amount of $573.00), not to mention the damage to my litigation due to this delay and for not getting all my mail.

Considering the scope and seriousness of my litigation (see enclosed recent clippings) and considering that I have been a resident of Ridgefield for 15 years, raised a son in this town, and paid significant personal, business, and property taxes, I hold directly and individually responsible the Ridgefield Postmaster in charge of this Post Office operations.

Therefore, unless I receive from the Ridgefield Postmaster by October 1st, 2002, to the Beverly Hills address listed above, the following:

1. A letter of apology signed by him;

2. A refund check for all the money I sent to the Ridgefield Post Office for this failed shipping fiasco totaling $437.00 (consisting of: $65.00 for 4 Express Mail letters; $93.00 for first Post Office request; $24.50 for second Post Office request; $100.00 for sending my mail; $100.00 for the bogus shipping account; $55.00 for the P.O. Box annual fee);

3. A complimentary P.O. Box for the next year, accompanied by a statement from the Postmaster, that during the next 12 months the Post Office will hold all my mail and honor my certain requests from time to time due to my special travel requirements resulting from this pending litigation;

4. A phone call from the Postmaster or a message on my cell phone at 310-435-0769 prior to the mailing of his letter to inform me of its mailing.

I shall review my options for these outrageous actions that are sabotaging my litigation and squandering my funds, and I plan to take whatever steps necessary against the Ridgefield Post Office and its Postmaster Supervisor to remedy my damage, as well as inform the proper authorities.

Very truly yours,

/S/
Yvonne Liebel
P.O. Box 1153
104/6 Great Hill Road
Ridgefield, CT 06877
310-435-0769

APPENDIX K

10/7/02 - Transcript, Danbury Superior Court, Washington mutual F.A. v. Yvonne Liebel and General Homes, Inc.

CV02 – 0346467S	:SUPERIOR COURT OF CONNECTICUT
WASHINGTON MUTUAL BANK	: JUDICIAL DISTRICT OF DANBURY
PLAINTIFF	:
VS	: AT DANBURY
YVONNE LIEBEL	:
DEFENDANT	: OCTOBER 7, 2002

BEFORE: THE HONORABLE RICHARD COMERFORD, JUDGE

APPEARANCES:

ATTORNEY BERNARD MCMAHON, ESQ.
Representing the Plaintiff

YVONNE LIEBEL
Pro se Defendant

Deidre Clement
Court Monitor

MR. NCMAHON: I have two other matters on this morning that I would like to mark off just for the benefit of the Clerk's office.
THE COURT: Okay
MR. MCMAHON: One of them is Washington Mutual versus Liebel which is number 15 and J.P. Morgan Chase Bank versus D'Arista number 16.
THE COURT: Say that again, quickly.
MR. MCMAHON: J. P. Morgan Bank versus

D'Arista, D'-A-R-I-S-T-A and it's number 17 on the foreclosure calendar.
THE COURT: All right. Those matters may go off.
MR. MCMAHON: Thank you, your Honor.
MS. LIEBEL: Excuse me. Excuse my voice.
THE COURT: Yes, Ma'am.
MS. LIEBEL: I'm the other party of Washington Mutual.
THE COURT: Okay
MS. LIEBEL: I flew in here from Alabama especially for that hearing that he's marking off. I would—on behalf of Washington mutual he's marking it off.
I did file a Motion to Continuance over the weekend, but –
THE COURT: I want to identify yourself for the record so I know who I'm talking to here, come on up.
MS. LIEBEL: I apologize.
THE COURT: Not at all. What's going on?
MS. LIEBEL: My name is Yvonne Liebel, I am the Defendant.
THE COURT: Okay.
MS. LIEBEL: In the case of Washington Mutual.
THE COURT: I see.
MR. MCMAHON: She's appearing pro se, your honor.
THE COURT: You're asking for continuance in this matter?
MS. LIEBEL: Over the weekend I asked for a continuance because the request for judgment and possession was put in by the Bank.
THE COURT: Okay.
MS. LIEBEL: So you didn't have a chance to rule on that. I flew in this morning and I came to

the Court. I understand the Bank is just marking it off because they don't just have the file.
MR. MCMAHON: And also because she filed a counterclaim and--
MS. LIEBEL: I just gave you--
MR. MCMAHON: And—and special defenses which she just gave me, so I wouldn't be able to go forward anyway this morning, your honor.
THE COURT: All right. Why don't you see if you can coordinate in terms of her travel schedule because she'll be in again. Where are you coming from?
MS. LIEBEL: I was in Alabama.
MR. MCMAHON: She lives in Los Angeles.
MS. LIEBEL: No, I live in Connecticut, Ridgefield, Connecticut.
THE COURT: I beg your pardon.
MS. LIEBEL: I travel quite a bit.
THE COURT: I see
MS. LIEBEL: There is one issue that is very important that I would like to raise with you with regard to this matter, and that is Washington Mutual fails to send me a copy of their pleadings, and I found out about this only three days ago. They have my address the Beverly Hills. They sent me the original complaint and summons over there, and all the other pleadings I simply don't get. So if you please order them --
THE COURT: How long you have your pro se appearance in, Ma'am?
MS. LIEBEL: Since the beginning.
MR. MCMAHON: And we've been mailing things, your Honor, to the Beverly Hills address that she has on her pleadings.
MS. LIEBEL: Your Honor, I do not get them.
THE COURT: All right.

MS. LIEBEL: Please.
THE COURT: What address would you like the pleadings sent to so counsel, we can put on the record for counsel where he should send a copy of the pleadings.
MS. LIEBEL: He has that record. He sent me the complaint and he sent me, he faxed it there and they mailed it there. But only –
THE COURT: Hold it a second, Counsel, please.
MR. MCMAHON: I was responding to the Clerk.
THE COURT: I don't care what you're saying. Hold it a second I'm listening to her.
MS. LIEBEL: Thank you your Honor. It's hard for me to prepare an answer when I don't get them. And it is hard for me to represent myself. So I would very much like the courtesy of at least getting them on time as soon as they mail so I could sit down and prepare a proper response in a timely fashion.
THE COURT: I appreciate what you're saying. Let me ask you one time for the record, so the record clearly reflects what your position is. Where exactly do you want counsel to send copies for the record, so we have on the record where you these copies sent?
MS. LIEBEL: Thank you, your Honor.
THE COURT: Yes, Ma'am. What is the address?
MS. LIEBEL: It's 8913, I'm sorry for my voice.
THE COURT: That's all right.
MS. LIEBEL: 8913 Olympic Boulevard, Suite 101, Beverly Hills, California, 90211. That's the one they already have, Sir.
THE COURT: And you been sending copies of that to that address, copies of the pleadings to that address.

MR. MACMAHON: Or since which she has on file with the Clerk's office in her appearance I believe is a P. O. Box, so we would be sending it to a P. O. Box.
THE CLERK: Both the addresses are listed in the file Ridgefield and Beverly Hills.
THE COURT: Here's what we going to, Counsel, so to be doubly safe here, send copies of the pleadings to both addresses, okay.
MS. LIEBEL: Thank you, very much, your Honor. I do appreciate that.
THE COURT: All right. Very well the matter may go off then.
MS. LIEBEL: Thank you, Sir.
THE COURT: You're welcome.
MR. MCMAHON: Thank you, your Honor.
(the hearing was concluded.)

CV02-0346367S: SUPERIOR COURT OF CONNECTICUT
WASHINGTON MUTUAL BANK: JUDICIAL DISTRICT OF
PLAINTIFF :
VS : AT DANBURY
YVONNE LIEBEL :
DEFENDANT : OCTOBER 7, 2002

CERTIFICATE

I, Deidre M. Clement, Court Monitor for the Superior Court, Fairfield County, State of Connecticut, do hereby certify that the foregoing is a true and accurate transcription of the tape recorded proceedings had in the above-titled case.

/S/
Deirdre M. Clement 10-8-02

23 Court Monitor
24
25
26
27

APPENDIX K1

10/8/02 – Danbury Superior Court decisions in the matter of Washington Mutual F.A. v. Yvonne Liebel and General Homes, Inc., as retrieved from copies of the file provided by the Court to the Alliance Entities on this date.

See APPENDIXES Z3 and Z4

APPENDIX L

Waterbury Superior Court, Complex Litigation Docket, Hon. Carl J. Schuman, J., Rulings on Motions to Strike (#s 192, 196), 10/8/02

DOCKET NO. (X02) CV 01-0167482-S : STATE OF CONNECTICUT

YVONNE LIEBEL : SUPERIOR COURT

v. : COMPLEX LITIGATION
: DOCKET AT WATERBURY

EUGENE GRANT ET AL. : OCTOBER 8, 2002

Rulings on Motions to Strike (#s 192, 196), 10/8/02

I

The pro se plaintiff has filed a Third Amended Complaint that is approximately 114 pages long, contains 307 paragraphs, includes twenty-eight counts, and names twelve defendants. Two groups of defendants, comprising a total of six of the defendants, have filed motions to strike (footnote: Although the pro se plaintiff failed to file a memorandum in opposition to either motion to strike by the deadline for doing so, and failed to appear for oral argument on these motions, the applicable Practice Book rule no longer provides, as it formerly did, that any party who fails timely to file a memorandum in opposition to the motion to strike shall be deemed by the Court to have consented to the granting of the motion. See Hughes v. Bemer, 200 Conn., 400, 402, 510 A.2d 992 (1986); of Practice Book Section 10-42 (b) (2002). Further, on October 1, 2002, four days after the oral argument, the plaintiff did file a combined motion to amend the Complaint and response to the motions to strike, which the court has read. In view of these factors, and out of an abundance of caution, the Court has not granted these motions based on the plaintiff's default, but rather has decided them on the merits.) The Court initially rejects the argument, made by all defendants, that the causes of actions and parties have been misjoined. Judicial policy favors litigation of related controversies in a single action. See Veits v. City of Hartford, 134 Conn. 428, 436, 58 A.2d 389 (1948). This voluminous case is better managed as one than as the many cases into which it could be separated. Although in a narrow, technical sense, some of the counts involve different transactions, in a broader sense all of the counts involve "transactions which grew out of the subject matter in regard to which the controversy has arisen," Practice Book Section 10-22, namely, the pattern of dealings with the nonsuited plaintiff Alliance

Foundation. Further, the Court finds that the separate counts, though they name different defendants or groups of defendants, are sufficiently connected that they "affect all parties to the action." Practice Book Section 10-21. Thus, there is no misjoinder of parties. See Viets v. City of Hartford, supra, 435-35; Zweeres v. Pashalinsky, 7 Conn. Supp. 45 (1945).

II

The court turns to the specific claims raised in the motion to strike filed by defendants Eugene M. Grant, Richard Solomon, and Robert Nagro (# 192). The court agrees that count eighteen, which purports to allege a claim of promissory estoppel, is defective because it alleges that defendant Grant's actions induced reliance by the former plaintiff foundation but not by the individual plaintiff. Contrary to the claims of the defendants, however, count twenty-one, which also alleges promissory estoppel, sufficiently alleges reasonable reliance by the plaintiff, particularly in paragraph 248. Further, the plaintiff's allegations of promissory estoppel takes this case out of the statute of frauds. See DeLuca v. C.W. C.W. Blakeslee & Sons, Inc., 174 Conn. 535, 544, 391 A.2d 170 (1978). It is not clear, in any event, that the statute of frauds would apply when, as is inherent in a promissory estoppel case, there is no "agreement." See Eagle Hill Southport School v. Roberts, Superior Court, judicial district of Fairfield at Bridgeport, Docket No. 362604 (Aug. 24, 2000, Melville, J.); general Statutes Section 52-550 (A) ("No civil action may be maintained... unless the agreement, or a memorandum of the agreement, is made in writing...(4) upon any agreement for the sale of real property or any interest in or concerning real property;"). General Statutes Section 52-550 (a). See Wicks v. Knorr, 113 Conn. 449, 453, 155 A. 816 (1931) (agreement to divide profits realized on real estate transactions not within statute of frauds).

Count nineteen fails to state a claim for fraudulent misrepresentation because it contains an alleged misrepresentation of a promise to do an act in the future without any allegations that

there was no present intent to fulfill the promise. See Paiva v. Vanech Heights Construction Co., 159 Conn. 512, 515, 271 A. 2d 69 (1970). In count twenty, however, the plaintiff sufficiently alleges the terms of an alleged partnership with Defendant Grant to state a cause of action for breach of the partnership agreement. Further, insofar as the alleged breach concerns the failure of defendant Grant to provide rental income to the plaintiff, the defendants, as stated above, have not established a violation of the statute of frauds.

The defendants raise a statute of frauds defense to count twenty-two, which alleges breach of contract. The defendants erroneously claim in their brief that the alleged contract called only for defendant Grant to convey a one-half interest in certain real estate, a contract that would in fact fall within the statute. (Defendants' Memorandum of law, p. 11.) The contract that the plaintiff alleges, however, called not only for the transfer of real estate but also for Grant to assign the plaintiff certain rental income which, as discussed above, the defendants have not established as falling within the statute. Further, the plaintiff's allegations do not clearly establish a separate violation of the statute of frauds based on the claim that the contract was "not to be performed within one year from the making thereof...." General Statute Section 52-550 (a) (5).

In count twenty-three, the plaintiff alleges that she entered into contract with defendant Grant that provided for Grant to purchase an entity named General Homes, Inc., which was nonsuited plaintiff, and that Grant breached this contract. The defendants claim that exhibit Z26, which plaintiff refers to in her allegations concerning the contract, does not show the plaintiff to have been a party to the contract. (Third Amended Complaint, Page 261.) On the contrary, exhibit Z26 begins by introducing the terms of "the agreement between Eugene M. Grant and Yvonne Liebel," and ends with the plaintiff's signature. The plaintiff has therefore sufficiently pleaded that she entered a contract with grant.

Finally, the court finds that count twenty-eight does not sufficiently state a claim for intentional infliction of emotional distress. Of the four elements of this tort, the critical one here is the requirement that the conduct in question be extreme and outrageous. Whether conduct rises to this level is initially a question for the court. See Appelton v. Board of Education, 254 Conn. 205, 210, 757 A. 2d 1059 (2000). In Connecticut, liability for intentional infliction of emotional distress requires conduct that "exceeds all bounds usually tolerated by decent society..." (Internal quotation marks omitted.) Id. "Liability has been found only where the conduct has been so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community." (Internal quotation marks omitted.) Id., 210-11.

" Viewing count twenty-eight in a light most favorable to the plaintiff, the count alleges that the defendants engaged in conspiratorial, predatory efforts to cut off funds to and take control of a closely-held corporation of which the plaintiff was the founder and president. These allegations do not suffice. Generally, courts applying Connecticut law have found that the loss of business or employment opportunities, even when based on improper motives, do not constitute the type of extreme behavior described above. See Franco v. Yale University, 161 F. Supp. 2d 133, 141-42 (D, Conn. 2001) (medical school's conduct disenfranchising surgeon): Russo v. City of Hartford, 158 F. Supp. 2d 214, 226-27(D. Conn. 2001) (conduct of police chief and captain allegedly to destroy character of police detective and disclose confidential information); Miner v. Town of Cheshire, 126 F. Supp. 2d 184, 194-5 (D. Conn. 2000) (town's alleged refusal to protect female police officer from male supervisor's sexual harassment); Brown v. Northeast Nuclear Energy Co., 118 F, Supp. 2d 217, 222-23 (D. Conn. 2000) (nuclear power plant's alleged failure to follow its own internal procedures before revoking security clearance of subcontractor's employee). Rather, the type of behavior contemplated by this tort has been much more personal in nature, and often involves the victim's

peculiar susceptibility to emotional distress by reason of some physical or mental condition, or actions by the defendant likely to cause the victim to experience shock or fright of enormous proportions. See Mellaly v. Eastman Kodak Co., 42 Conn. Supp. 17, 597 A. 2d 846 Grant, Richard Solomon, and Robert Nagro is granted as to counts eighteen, nineteen, and twenty-eight and denied as to counts twenty, twenty-one, twenty–two, and twenty-three.

III

The court addresses the motion of defendants Weil, Gotshal & Manges LLP, Mark Hoenig, and David Stone to strike counts thirteen, fourteen, and twenty-eight. (# 196). The court finds that counts thirteen and fourteen, which purport to allege claims of legal malpractice, are obviously defective in that they do not allege any attorney-client relationship between the defendants and plaintiff Yvonne Liebel. The only possible exception is paragraph 182 of count fourteen, which alleges that former plaintiff Alliance Foundation and plaintiff Liebel were "clients" of defendant Stone. This allegation is insufficient. An attorney representing a closely-held corporation such as the Foundation does not necessarily represent the corporation's individual directors, officers, and shareholders. See Mayer-Wittman Joint Ventures, Inc. v. Gunther International, Ltd., Superior Court, judicial district of Stamford-Norwalk at Stamford, Docket No. 134790 (June 6, 1994, Nigro, J.) (9 C.S.C.R. 687). The test is whether there is evidence that the attorney represented the corporate officer in a personal capacity. Id. In the present case, other allegations make clear that stone was representing the corporation of which Liebel was an officer rather than representing Liebel in an individual capacity. (Complaint, Page 7, 10,11,32,173,183.) Accordingly, the court concludes that counts thirteen and fourteen fail to state a cause of action by the plaintiff.

For the reasons stated in section II of this Ruling, the court strikes count twenty-eight, alleging intentional infliction of emotional distress. Accordingly, the court grants the motion to strike by

defendants Weil, Gotshal & Manges LLP, Mark Hoenig, and David Stone in its entirety.

IV

Pursuant to Practice Book Section 10-44, the plaintiff may, within fifteen days, file a new pleading in response to this Ruling provided, of course, that a good faith basis exists for any new allegations (Footnote: As mentioned, supre note 1, the plaintiff has already filed a motion to amend the complaint. By virtue of its timing, this motion is obviously not one filed in response to the court's Ruling. Further, the only aspect of the motion that even arguably relates to the issues discussed above is the plaintiff's request to include "all plaintiffs in all counts except count 28." This request accomplishes nothing because, as stated, the court has already nonsuited all plaintiffs except Yvonne Liebel, who is the subject of this Ruling. Thus, the court will not consider this motion to amend as a new pleading under practice book Section 10-44.

It is so ordered.

/S/_____
Carl J. Schuman
Judge, Superior Court

APPENDIX M
"Defendant's Objection to Motion for Leave to Amend Third Amended Complaint" (By Eugene Grant), 10/9/02

X02 CV 01-0167482-S	:	
YVONNE LIEBEL	:	SUPERIOR COURT
PLAINTIFF,	:	JUDICIAL DISTRICT OF WATERBURY
	:	COMPLEX LITIGATION DOCKET
V.	:	
EUGENE GRANT, ET AL.	:	
DEFENDANT.	:	OCTOBER 9, 2002

DEFENDANT"S OBJECTION TO MOTION FOR LEAVE TO AMEND THIRD AMENDED COMPLAINT

Pursuant to Connecticut Practice Book Sections 9-22, 10-44, 10-59, 10-50, 11-1 and 11-10, defendant Eugene M. Grant ("Grant") hereby objects to the motion of plaintiff Yvonne Liebel ("Liebel") dated September 29, 2002, requesting leave to amend the Third amended complaint in this matter.

The Third Amended Complaint in this matter was served on or about October 24, 2000. Following delays caused by the repeated, and improper, interlocutory appeals by Liebel, Defendant Grant filed a motion to strike on July 16, 2002. This Court, after denying Liebel's attempts to further delay the proceedings through a motion for stay and a motion for continuance, held a hearing on September 27, 2002. Liebel, who is proceeding pro se, did not appear for that hearing. Two days after the hearing, Liebel served the present motion for leave to amend. (Footnote 1: Liebel also included arguments in opposition to the motions to strike of grant, and of other defendants, which will not be addressed since they are moot in light of the October 8 Rulings.) On October 8, 2002, this court issued its Ruling On motion To Strike (the "October 8 Rulings").

Consistent with her past practice, Liebel's motion for leave to amend does not comport with any provisions of the Practice Book. The motion does not even refer to the sections relied upon for authority. Rather, it is a hodge-podge of recycled attacks on the

judicial system and demands that usual procedures be set aside for her benefit. Liebel has also failed to abide by the General Case Management Order concerning requests to adjudicate. This motion should be denied.

By requesting leave to amend, Liebel appears to recognize the fact that there can be no amendments as of right in the present circumstances. See Practice Book Section 10-59. Further, as this Court noted in its October 8 Rulings, Liebel's motion cannot be considered as a substitute pleading under Practice Book Section 10-44. (See October 8 Rulings, p.7, n.2.) Liebel's motion combines elements of Practice Book Sections 10-60 and 9-22, although the motion does not referring to those sections. Liebel's submission does not support relief under either provision, however.

There are three ways a plaintiff may amend a complaint pursuant to Section 10-60: (1) by judicial order; (2) by consent, or (3) by request for leave if no objection is made within fifteen days. Liebel's motion is clearly not consensual. Nor does it qualify under subsection (3) because such request requires that a copy of the amendment be appended and none is submitted here. In any event, defendant grant objects to the entire request.

A court order allowing amendment for is also not appropriate, for several reasons. First, Liebel has failed to specify how the Third Amended Complaint is to be changed. The only substantive reference is the statement, "the plaintiffs wish to further amend their Complaint to include all Plaintiffs in all 28 Counts, with the exception of Count 28 (Intentional Infliction of Emotional Distress) which is not applicable to corporate Plaintiffs." An amendment with such lack of specifity would place defendant Grant in the impossible position of answering a complaint without knowing what it actually said. Further, as this Court pointed out in its October 8 Rulings, previous orders of this Court have nonsuited all corporate plaintiffs, so there are no counts concerning them remaining to amend in the manner Liebel seeks.

Finally, Liebel does not provide any valid reason for amendment at this time. She claims that she was forced to prepare the Third Amended Complaint in a very short time frame in October 2000. However, that was two years ago. Volumes of pleadings have been filed in the meantime, in this Court and various appellate courts. There was more than sufficient time for Liebel to seek amendment of the complaint before now if that were truly necessary. Her present effort is nothing more than a thinly-veiled attempt to avoid the consequences of the previous decision of this court nonsuiting the corporate plaintiffs, the time to appeal of which has long passed. (See Practice Book Section 63-1 (a)). Amendment of the Third Amended Complaint at this late date would prejudice defendant Grant by involving unrelated and confusing issues, thereby stretching out an already unduly lengthy process, which defendant Grant has struggled mightily to bring to final resolution.

Liebel's motion also seeks to cite in additional defendants, including the State of Connecticut and members of this State's Judiciary. A plaintiff dissatisfied with rulings in her case cannot seek to include as defendants the judges who ruled against her, as they are immune from such suits. *Lombard v. Peters*, 252 Conn. 623, 631 (2000); *Dacey v. Dorsey*, 568 F. 2d 275 (2d Cir. 1978) (Footnote 2: defendant Grant does not claim to speak for the parties whom Liebel seeks to cite in. Rather, Grant wishes to identify fully the errors in Liebel's motion in seeking denial of the motion.) Liebel's inclusion of such improper claims demonstrates the frivolous nature of the motion.

Moreover, Practice Book Section 11-10 requires that a memorandum of law be filed in support of any motion to cite in additional parties under section 9-22. Liebel has failed to do so. She cannot incorporate by reference a petition for certiorari to the united States Supreme Court, which deals with different legal issues, to avoid that mandatory provision of Section 11-10.

There is no factual or legal basis for plaintiff Liebel's motion for leave to amend. Granting such a motion will only encourage further abusive filings in this matter by Liebel and prejudice defendant Grant.

WHEREFORE Defendant Eugene M. Grant respectfully requests this Court to deny Plaintiff Yvonne Liebel's motion for leave to amend the Third Amended Complaint.

DEFENDANT
EUGENE GRANT
By_____

Joseph L. Clasen
/S/Thomas J. Donlon
Robinson & Cole LLP
695 East Main Street
Financial Centre
P.O. Box 10305
Stamford, CT 06904-2305
Telephone: (203) 462-7500
Fax: (203) 462-7599
Juris No. 101121

APPENDIX N

"Supplement to Counterclaims and Cross Claims" v. Washington Mutual Bank F.A. et al. (by Yvonne Liebel and General Homes, Inc.) 10/13/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 13, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 39 pages including cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: Washington Mutual Bank, F.A vs. Yvonne Liebel, Et al. No. CV-02-0346367
Supplement to Counterclaims and Cross Claims dated October 5, 2002

Dear Robin:

Faxed please find for filing in the above captioned foreclosure matter, Supplement to Counterclaims and Cross Claims filed on October 5, 2002, by the Defendants, Yvonne Liebel and General Homes, Inc. et al. against the Plaintiff, Washington Mutual Bank, and others.

Thank you for your time and attention.

Very truly yours,

/S/
Yvonne Liebel, pro se,
Representative: General Homes, Inc.; DTL-USA, Inc.; Alliance Foundation, Inc.; Alliance Capital, Inc. Alliance International Development Corp.

Cc: Per enclosed Certification

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 13, 2002

Via Fax: (203) 236-8234 (cover plus 38 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8234
Complex Litigation Docket, 400 Grand Street
Waterbury, CT 06702 (Attn. Melanie/ Hon. Sheldon, J./ Shuman, J.)

Re: The Alliance Foundation, Inc. et al vs. Eugene Grant et al No. (X02) CV-01-0167482
Eugene M. Grant vs. The Alliance Foundation, Inc. No. (X02) CV-01-0167556
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167457
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167458

Dear Sir/Madam:

Faxed for filing please find a Supplement to Counterclaims and Cross Claims filed in the Danbury Superior Court on October 5,

2002, by Yvonne Liebel and General Homes, Inc. in the case of Washington Mutual F.A. v. Yvonne Liebel et al.

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Shareholder, Officer, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.; DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification Page

Docket Number: CV 02 0346367 S

WASHINGTON MUTUAL BANK, F.A:	**STATE OF CONNECTICUT**
	: DANBURY SUPERIOR COURT
VS.	**:**
YVONNE LIEBEL; GENERAL HOMES, INC. ET AL.	**:**
	: OCTOBER 13, 2002

SUPPLEMENT TO COUNTERCLAIMS AND CROSS CLAIMS

COME NOW, YVONNE LIEBEL and her corporations: GENERAL HOMES, INC.; THE ALLIANCE FOUNDATION, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; AND DTL-USA, INC., (Yvonne Liebel and her corporations shall be referred to from this point forward as the "Alliance Entities"), and present this Supplement to their Counterclaims and Cross Claims in the above-docketed case filed on

October 5, 2002, and incorporate said October 5th document to this Supplement by reference herein, and show unto the Court as follows:

PART I

1. The above-docketed case is before this Honorable Court.

2. Yvonne Liebel, implicated in the above-docketed case, either prosecutes (through the filing of this Supplement to Counterclaims and Cross Claims) or defends (through the above-docketed case) on behalf of herself and/or her corporations.

3. On August 7, 2002, the Plaintiff, Washington Mutual Bank, F.A. (referred to from this point forward as the "Bank") filed a Motion for Default for Failure to Appear against the Defendants, Yvonne Liebel and General Homes, Inc. Certification Page indicated that a copy was mailed to Yvonne Liebel (not to General Homes, Inc.) On August 9, 2002, Temporary Assistant Clerk, Ryan Henry denied the Motion. On August 9, 2002, the Court issued a notice signed by Asst. Clerk, Robert Jackson stating that as to Yvonne Liebel, the Motion was denied as she filed a pro se appearance. As to General Homes, Inc. it was denied, as the certification did not indicate that a copy of the Motion was mailed to that Defendant. Yvonne Liebel did not receive a copy of the Motion from the Bank, nor a notice from the Court on the hearing or its ruling.

4. On August 7, 2002, the Bank filed a Demand for Disclosure of Defense against the Defendant, Casey's Sheet Metal Services, Inc.(referred to from this point forward as "CSM"). On August 13, 2002, CSM filed Disclosure of Defense by virtue of its Mechanics Lien, signed by its counsel, Nancy Onaitis Esposito. On August 16, 2002, the Bank filed against CSM a Motion for Default for Failure to Disclose a Defense. On September 16, 2002, Hon. Comerford, J. granted the Bank's Motion. The Bank and CSM never sent the Alliance Entities a copy of their pleadings. The Court's notice of the hearing scheduled for September 16, 2002, was mailed to wrong

suite number. Yvonne Liebel received the schedule on September 17, 2002, a day after the hearing, and the Court failed to copy the Alliance Entities of its ruling.

5. On August 7, 2002, the Bank filed a change of Appearance from its counsel, Jennifer R. Simboski to new counsel, David F. Borrino. The Bank failed to copy the Alliance Entities.

6. On August 21, 2002, the Bank filed a Motion for Default for Failure to Appear against the Defendant, General Homes, Inc. signed by Attorney Jennifer R. Simbosky. Certification page indicated that a copy was mailed to General Homes, Inc. On September 13, 2002, Asst. Clerk, Robert Jackson denied the Motion for the reason that no supplemental return of service is on file. The Alliance Entities did not receive copies of said Motion nor did they receive a notice from the Court on the hearing or the ruling. On August 21, 2002, the Bank filed a Motion for Default for Failure to Plead against the Defendant, Yvonne Liebel. On September 13, 2002, an Assistant Clerk granted the Bank's Motion (signature on the Order, not legible). The Bank failed to copy the Defendants. The Court failed to send a notice of a hearing nor a notice of its ruling.

7. On September 12, 2002, the Bank filed a Motion for Judgment of Strict Foreclosure and Finding of Entitlement to Possession with a fraudulent exhibit (a partial appraisal of the wrong property, an appraisal on 104 Great Hill Road, Ridgefield, CT., at a value of $440,000, not including 106 Great Hill Road, the subject property, appraised by the Bank at $3,600,000. The Bank, unlawfully and forcefully, holds title to both parcels under a single mortgage. Yvonne Liebel never saw the attached appraisal). The Motion that was signed by Attorney Simboski included a Certification Page stating that a copy was mailed to Yvonne Liebel only. The Bank never mailed a copy of said pleading to Yvonne Liebel. The Court never mailed a notice of a hearing to the Alliance Entities. Any notices that mysteriously arrived, e.g. slipped under the door, or

delivered by a neighbor claiming receipt by error, at the day of the hearing or the day after the hearing, are considered sabotage.

8. Also on September 12, 2002, the Bank filed a List of Order of Law Days in Connection with Motion for Judgment of Strict Foreclosure listing the following order: 1. Yvonne Liebel 2. CSM 3. General Homes, Inc. 4. The Case Manhattan Bank (referred to from this point forward as "Chase") 5. Title Vests in Plaintiff. The above List was signed by Attorney Simboski. Certification Page indicated that a copy was mailed to Yvonne Liebel (not to General Homes, Inc.) Yvonne Liebel did not receive a copy, nor did she receive a notice from the Court.

9. Also on September 12, 2002, the Bank filed a Preliminary Statement of Debt listing the following items: "1. Principal of $2,042,781.43; 2. Interest from February 1, 2002; 3. Any late charges due prior to acceleration; 4. Any other amounts found due under the subject mortgage on account of inspections, property preservation and the like; 5. These amounts are estimates and subject to corrections, additions or amplifications at the time of the hearing on Plaintiff's motion for judgment of foreclosure. Litigation costs, expenses and attorney's fees are not included." The Preliminary Statement of Debt was signed by Attorney, Jennifer Simboski, and the Certification Page indicated that Yvonne Liebel was mailed a copy (not General Homes, Inc.) Yvonne Liebel did not receive a copy, nor did she receive a notice from the Court.

10. On Thursday, October 3, 2002,Yvonne Liebel, puzzled by the lack of activity in the case, called the Court from Birmingham, Alabama for a status report on her Motion to Consolidate and Memorandum of Law with its numerous exhibits. She filed the document on July 31, 2002. The document, totaling 185 pages, alleged fraud by the Bank for invalid and unlawful mortgage documents; invalid and unlawful title to her properties; and invalid and unlawful appraisals. She also called the Court to get a status report on her Motions to Stay filed on August 29 and September 24,

2002, requesting Stay until the Supreme Court of the United States renders a decision on her Petition for Writ of Certiorari.

11. On October 3 Yvonne Liebel was told by the Court Clerk that: 1. On August 19, 2002, her Motion to Consolidate was denied, without memorandum of decision, by Hon. Carrol, J. Yvonne Liebel did not receive a notice of said ruling; 2. That on Monday, October 7, 2002, at 9:30 A.M. Hon. White, J. was scheduled to rule in a short calendar hearing on the Bank's Motion for Judgment of Strict Foreclosure and Finding of Entitlement to Possession of her home. Yvonne Liebel had no knowledge of said pleading nor received a Court notice about the hearing.

12. Under extreme duress, time and financial constraints, Yvonne Liebel filed on Friday night, October 4, a Motion for Continuance on the basis she did not have a copy of the Bank's pleadings and requested continuance for 14 days or until the Supreme Court renders a decision with regard to her representation of her corporation, whichever is later.

13. On Saturday night, October 5, 2002, Yvonne Liebel, angered, anxious, and fearful by the Bank and the Court's conduct, filed Counterclaims and Cross Claims against the Bank, Chase, CSM and the State of Connecticut Judiciary.

14. On Sunday, October 6, 2002, Yvonne Liebel boarded a flight to Hartford, Connecticut to attend the foreclosure hearing on her home and home of the Alliance Foundation, Inc.

15. On Monday morning, October 7, 2002, Yvonne Liebel was present at the Danbury Superior Court, Courtroom #6, Judge White, presiding (the extreme stress Yvonne Liebel was under for the past 3 days caused her severe laryngitis and chest cold to a point she could barely speak) At 9:30 A.M, Hon. White, J. announced that all foreclosure matters be transferred to Courtroom #4, to Hon.

Comerford, J's Court (Hon. White, J. was implicated in the Counterclaims and Cross Claims filed the day before).

16. Exiting Courtroom #6, Yvonne Liebel identified the Bank's Attorney, Bernard McMahon (attorney McMahon had no appearance on file). To Yvonne Liebel's surprise, Attorney McMahon declared to her he was marking "off" the hearing. When asked "Why?" he replied he didn't have all his documents with him. Attorney McMahon was eager to announce to Hon. Comerford, J. about his marking off the hearing. Yvonne Liebel apologized to the Court for her voice and complained about the Bank's conduct, including not receiving any of the Bank's pleadings and its marking "off" the hearing at the last minute after she traveled to Connecticut from Alabama specifically for the hearing. The Court ordered the Bank to coordinate its future pleadings with Yvonne Liebel's travel schedule and that the Bank mails future pleadings to her two addresses on file. McMahon informed Liebel that the marked "off" pleading would have to be reclaimed by the Bank. Attorney McMahon was hurried and uncooperative and seemed utterly surprised by Yvonne Liebel's presence and unprepared to argue a matter as important as taking over her home.

17. Yvonne Liebel served Attorney McMahon with her Motion for Continuance and her Counterclaims and Cross Claims.

18. Yvonne Liebel asked the Court Clerk to copy all pleadings and Court rulings in the file. On October 8, 2002, Yvonne Liebel picked up said copies (on which basis, this document is prepared) and a copy of the transcript from the October 7, hearing.

19. Although there are eight (8) pending related actions, and Yvonne Liebel manages them alone, and although Yvonne Liebel is not an attorney, she always copied all opposing counsel; pro se parties; and members of the Judiciary in all relevant Courts on all her pleadings.

20. It is obvious that Washington Mutual Bank, F.A., one of U.S. largest banking institutions, is making every effort to defraud Yvonne Liebel of her home(s); to defraud General Homes, Inc. of its interest in the property; and to defraud the rest of the Alliance Entities who are direct beneficiaries to these properties of their interest. The Bank's underhanded methods include but are not limited to: Methods detailed in the Motion to Consolidate and Memorandum of Law and other pleadings; Defraud its client through default, by failing to provide copies of its pleadings; Defraud their client and the Court by misrepresenting to the Court a property value of $440, 000 on a partial appraisal, and a debt owed to the Bank of over $2 MM, when the true value of the property exceeds $5 MM. The Bank's fraudulent actions intend to extract favorable Court rulings based on fraudulent misrepresentation and omissions; and when the Bank's counsel is surprised by Yvonne Liebel's presence at the hearing (being unaware of the hearing she is not expected to attend) he simply marks it "off" for the lame excuse he didn't have the entire file. The Bank filed this pleading a month prior to the hearing and had more than sufficient time to prepare. The truth is that attorney McMahon was utterly unprepared and/or unable to argue the Bank's fraudulent position. He was only prepared to an uncontested hearing and to walking away with the properties.

21. Yvonne Liebel charges Chase Manhattan Bank with fraudulent misrepresentation and intent to commit theft, and whatever other charges permitted by Connecticut law for trying to collect on a $100,000 note that was previously paid. Evidence is submitted in the Motion to Consolidate filed by Yvonne Liebel and general Homes, Inc. July 31, 2002, which was made part of the Counterclaims and Cross Claims filed on October 5, 2002, and this supplement pleading.

22. Yvonne Liebel charges Casey's Sheet Metal Services, Inc. and its owner(s) with fraudulent misrepresentation and tampering with her residence air conditioning and heating system; overcharging for a

service that has damages her property; and whatever other charges permitted by Connecticut law for said conduct.

23. Yvonne Liebel charges Attorneys Joyce Morin and Attorney William Barrente with denial of counsel and misrepresentation when they were aware of the problems Yvonne Liebel was experiencing with the Bank, but denied her the assistance that she needed to resolve the problem with the Bank and other matters.

24. Yvonne Liebel charges Brooks Laboratories, Inc. of Norwalk, with charging her thousands of dollars to correct the environmental conditions at her home, concerning air and water, and intentionally denying her from said corrections and causing her physical and emotional damage, disruption of her life, her business, her litigation against the Defendants, and outrageous costs by having to stay in various hotels/motels.

25. It is most unfortunate that this Honorable Court sanctions the Bank's conduct by not providing proper notices to the Alliance Entities; by allowing an Assistant Clerk to default Yvonne Liebel, a pro se litigant, from her residence without a Judge's signature; by not consolidating actions that must be consolidated for complete determination of the facts and for judicial economy; and by not reprimanding the Bank at the October 7, 2002 hearing on its harassment of Yvonne Liebel and its outrageous and fraudulent conduct.

26. Further, on a technicality, Assistant Clerk, Robert Jackson, disallowed default of General Homes, Inc., although, in her appearance, Yvonne Liebel presented to the Court that she represents the Corporation. This is significant because in all other related matters, the Connecticut Courts could not find a single technicality, during three years of litigation, countless pleadings, and two appeals to the U.S. Supreme Court, to prevent them from nonsuiting the corporations because of Yvonne Liebel's representation of the corporations due to her inability to secure

zealous counsel for them. Nonsuiting the corporations on said basis denied them of their claims, not on merit but for lack of counsel, violating the Alliance Entities' right to counsel pursuant to P.B Section "Client-Lawyer relationships" Rule 1.2; their First Amendment, their due process of law; and their access to the courts.

27. The Alliance Entities view the Bank's conduct, in concert with the Courts', as an egregious abuse of power resulting in a rigged litigation and a malicious legal, financial and social lynching of Yvonne Liebel and her corporations, with no relief in sight, and with the unequivocal purpose to cause their destruction.

28. Pursuant to P.B. Section 10-10, the Alliance Entities are therefore summoning Washington Mutual Bank, F.A.; Chase Manhattan Bank; Casey's Sheet Metal Services, Inc.; Brooks Laboratories; Joyce Morin, Esq.; William Barrente, Esq.; Assistant Clerk, Robert Jackson; the Assistant Clerk who granted the Bank's Motion to Default Yvonne Liebel (signature on the Order, not legible); and Danbury Superior Court Judge, Hon. Judge Carroll; "to answer said counterclaims and/or cross claims" on charges applicable with Connecticut law related to actions listed in the original Counterclaims and Cross Claims dated October 5, 2002 and to this Supplement, all of which harm the Alliance Entities.

PART II

Pursuant to P.B. Section 10-10, the Alliance Entities also add the following Counterclaims and Cross Claims against the Waterbury Superior Court, Complex Litigation Docket (referred to from this point forward as the "WCLD"), and against Hon. Michael Sheldon, J.; and Hon. Carl J. Schuman, J., and Court Officer Melanie Dillon; as said Counterclaims and Cross Claims "...arise out of the transaction or one of the transactions which is the subject of the plaintiff's complaint" as follows:

1. On July 2, 2002, Yvonne Liebel filed a two-volume Petition for Writ of Certiorari on behalf of the Alliance Entities, in the Supreme Court of the United States, appealing decisions made by the WCLD, the Danbury Superior Court, and the Chief Justice. A Question before the Supreme Court was the permission for Yvonne Liebel to represent her own corporations due to her inability to secure zealous counsel for them. Hon. Sheldon, J. was well aware of Yvonne Liebel's intent to file said Petition by the July deadline and its subject matter.

2. Prior to the filing of the Petition, Yvonne Liebel filed numerous Motions to Stay and Motions for Continuance in all pending cases, all of which were denied.

3. While Yvonne Liebel, as pro se litigant without the assistance of Connecticut counsel, was amerced in the drafting and redrafting the complex Petition, and simultaneously overwhelmed by an unlawful eviction process from her offices, on June 27, 2002, Hon. Sheldon, J. granted Default for failure to appear to Defendant Eugene Grant ("Grant") against the Plaintiff corporations: The Alliance Foundation, Inc. and Alliance Capital, Inc. Yvonne Liebel was not aware of said hearing, and even if she was, and even if she attended, her attendance as representative of the corporations would not be acceptable to Sheldon, J. The Default was granted in three (3) frivolous actions Defendant Grant filed against said corporations for an alleged debt on notes. He filed the Complaints nine (9) months after Yvonne Liebel and her corporations filed a lawsuit against him and others. The two notes to Alliance Capital, Inc. were fabricated by Grant and contained no signature by the corporation. The Alliance Foundation, Inc.'s note for $100,000 was signed by its CEO, Yvonne Liebel, as part of a more comprehensive agreement between Grant and Liebel for the Foundation. Hon. Sheldon J. also ordered a hearing in damages, knowing full well he would not accept Yvonne Liebel's representation at the hearing on behalf of the corporations; that she would not be able to obtain counsel for the corporations for

the hearing; and that the issue of her representation was pending before the U.S. Supreme Court.

4. On June 27, 2002, Hon. Sheldon, J. also nonsuited the corporations in the original action of The Alliance Foundation, Inc. et al v. Eugene Grant, et al. for not having counsel.

5. It is significant to note here that since September 2001, Hon. Sheldon J. refused to consolidate these three actions with the original action although they stemmed from the same controversy and shared common parties. He also refused to let Yvonne Liebel appear on behalf of her corporations. In addition, he refused to let her join her corporations as defendant in Grant's complaints in order to protect her interests in them and the corporations' own interests, although Connecticut law permits such joinder as a matter of right. Since Sheldon, J. knew that Grant could not win his frivolous lawsuits on the merit, neither could all the other defendants implicated by the corporations in the original action and related actions, he clung to the one flimsy and sorry excuse, the only weak link in Yvonne Liebel's litigation, her not having a law license! From the outset, Hon. Sheldon J. was intent to destroy Yvonne Liebel's corporations to advantage her powerful opponents and cover for their fraudulent actions. In the process, however, he disregarded Connecticut Law and abused his power against a lone, inexperienced and defenseless litigant who is in pursuit of finding her lost companies and their missions, and her lost self.

6. On July 8, 2002, while in Washington D.C. filing the Petition and subsequent supplements, and spending time with her son over the July 4th holiday, Hon. Sheldon, J. held a hearing on damages in the Grant actions. Hon. Sheldon J. awarded Grant $445,179.90 against Alliance Capital, Inc.'s first note, and $7,440.33 against the second note. None of which contained signatures by the corporation. Sheldon, J. also awarded Grant $136, 978.43 against The Alliance Foundation, Inc. Yvonne Liebel learned about said hearing on August 15, 2002.

7. On July 16, 2002, Yvonne Liebel flew to Los Angeles to be with her father who was hospitalized for heart complications.

8. On July 16, 2002, Yvonne Liebel found out about the foreclosure action filed by the Bank, which was mailed to her Los Angeles office.

9. On July 16, 2002, Yvonne Liebel found out that the United States Supreme Court returned her Petition (80 books) to Ridgefield, CT, ordering her to amend the Petition by removing the names of the Corporations from the cover, as she could not represent them. Or, in the alternative obtain counsel admitted to the U.S. Supreme Court Bar. If she didn't, the corporations would lose their right to appeal the eviction and other Connecticut Court decisions. Yvonne Liebel was given until September 17, 2002, to amend the Petition. In total desperation and on sheer faith, she decided that upon return to the East Coast, she would drive to Selma, Alabama, the heart of the Civil Rights Movement, in pursuit of counsel and protection of the corporations' and her constitutional and civil rights.

10. On July 16, 2002 Defendants Grant, Robert Nagro, and Richard Solomon filed a Motion to Strike the Third Amended Complaint in the action against them. On August 15, 2002, Defendants, Weil, Gotshal and Manges LLP, David Stone, and Mark Hoenig filed their Motion to Strike the Third Amended Complaint. By then, all the corporations: The Alliance Foundation, Inc., Alliance Capital, Inc., Alliance International Development Corp., and DTL-USA, Inc. were nonsuited from the Complaint, by Hon. Sheldon, J., leaving Yvonne Liebel, the only remaining plaintiff.

11. On July 31, 2002, in response to the Foreclosure action, Yvonne Liebel filed an Appearance on behalf of herself and General, Homes, Inc. and a Motion to Consolidate the foreclosure action commenced on June 16, 2002, with all actions pending at the WCLD and the Danbury Superior Court. It was a monumental task. She filed a 185

Page document, including testimony and evidence in support of consolidation, as the actions stemmed from the same controversy and shared common parties. Said document was filed in all four (4) pending cases at the WCLD and all four (4) pending cases at the Danbury Superior Court. Copies were mailed to all parties.

12. On August 6, 2002, Sheldon, J. issued a scheduling order in The Alliance Foundation, Inc. et al v. Grant et al. as follows: "In the above-captioned case, preparation for possible settlement or trial shall henceforth proceed on the following schedule: Motion to Strike: 1. By August 30, 2002, the Plaintiffs shall file their opposition to the motion to strike filed by defendants Eugene Grant, Richard Solomon and Robert Nagro. 2. By September 6, 2002, Grant, Solomon, and Nagro shall file a reply brief. Motion to dismiss: 3. By September 6, 2002, the plaintiffs shall provide the court with a list of witnesses, whom they intend to call at the hearing on the motion to dismiss, including their name, address, and the subject of their testimony. The plaintiffs shall also provide a list of documents they intend to submit as evidence. 4. By September 13, 2002, the defendants, Bridge to Brotherhood, Inc., Ira Millstein and Marvin Jacob, shall provide the court with a list of their rebuttal witnesses, including their name, address, and the subject of their testimony, and a list of documents they intend to submit as evidence. Hearing: the hearing on the Motion to Dismiss and the Motion to Strike is scheduled for 9:30 a.m., Friday, September 27, 2002, in courtroom 3A at 400 Grand Street, Waterbury, CT."

13. On August 9, 2002, Sheldon J. issued a corrected scheduling order with regard to the Motion to Dismiss, changing the Defendants date to September 6, and the Plaintiffs to September 13, 2002.

14. On August 12, 2002, Sheldon, J. issued another corrected scheduling order replacing the word Plaintiffs with the word Plaintiff (as he nonsuited the corporations, and Yvonne Liebel remained the only Plaintiff.)

15. On or about August 30, Court officer for Hon. Sheldon, J., Melanie Dillon, called Yvonne Liebel on her cell, to inform her that the Motion to Dismiss was removed from the schedule.

16. On August 19, 2002, unknown to Yvonne Liebel, the Danbury Superior Court Judge, Hon. Carroll, J. denied her Motion to Consolidate the actions. Yvonne Liebel found out about said denial on October 3, 2002, when she randomly called the Court Clerk, requesting a status report. She never received a notice from the Danbury Superior Court.

17. On August 29, 2002, The Alliance Entities filed Motions to Stay with the WCLD, in all four pending cases listing a number of compelling reasons, including the need to focus on amending their Petition for Writ of Certiorari pending U.S. Supreme Court decisions, and which decisions could alter adjudication results of the WCLD and the Danbury Superior Courts. Motions to Stay were filed in all cases. Copies of the Motion were mailed to all parties.
18. On September 14, 2002, The Alliance Entities filed an amended Petition for Writ of Certiorari with counsel for the corporations, the distinguished Selma, Alabama civil rights attorney, J.L. Chestnut, Jr., Founder of Chestnut and Sanders, et al. The new Petition for Writ of Certiorari implicated the Bank and certain number of its members in the unlawful foreclosure action; Chase Manhattan Bank, and Casey's Sheet Metal Services, Inc. Copies were served on opposing counsel and pro se parties, with courtesy copies to all Courts.

19. On September 24, 2002 at 1:10 A.M Yvonne Liebel filed a second Motion to Stay with the WCLD when she did not hear from the Court about her Motion to Stay of August 29.

20. On September 24, 2002 at 11:00 A.M. Central Time, while in Montgomery, Alabama, Yvonne Liebel received a call on her cell phone from Court Officer Melanie Dillon who:

a. Apologized to Yvonne Liebel for her not receiving the computer generated Notice denying her Motion to Stay, as it was sent to 54 Danbury Road, Ridgefield, CT 06877 (wrong address), blaming the judicial system computerized network for the error. To date, all communications with the WCLD, including any computerized notices, were mailed and/or faxed by to both addresses listed on Yvonne Liebel's appearance form, none of which are the Danbury Road address.

b. Informed Yvonne Liebel that on September 3, 2002, Hon. Sheldon J. was transferred to Hartford Superior Court and Hon. Shuman J. took his place, on order of the Administrative Judge, Hon. Langenbach, J. in Hartford. This is the second transfer of judges within the Complex Litigation Docket (the Defendants' primary stated reason for transferring the case from the Danbury Superior Court to the Complex Litigation Docket was the need for one judge to oversee the cases). The first transfer occurred after the Alliance Entities filed their first Petition for Writ of Certiorari in July 2001complaining about violations of their constitutional rights by the Court. In September 2001, Hon. Tierney, J. was transferred from the Stamford Complex Litigation Docket to the regular docket and the cases were transferred to Hon. Sheldon, J. at the WCLD.

c. Informed Yvonne Liebel that on the day Hon. Schuman J. took office, September 3, 2002, he denied the Motion to Stay without a Memorandum of Decision. Yvonne Liebel never received a copy of said denial.

d. Informed Yvonne Liebel that on Friday, September 27, Hon. Shuman, J. planned s to rule on her second Motion to Stay filed on September 24.

e. Informed Yvonne Liebel that on September 30, 2002, the Court planned to hear the Defendants' Motions to Strike and to disregard prior notices.

f. Ordered Yvonne Liebel to file a response to Defendant Eugene Grant's Motion to Strike dated July 16, 2002 and a response to Defendants' Weil, Gotshal and Manges, LLP et al. Motion to Strike dated August 15, 2002, in preparation for the September 30, 2002 hearing. She also strongly recommended that Yvonne Liebel attend the September 30, hearing. The Defendants' Motions to Strike and Memoranda of Law were approx. 30 Pages each.

21. On September 24, 2002, Yvonne Liebel asked Court Officer Melanie Dillon to fax to her the Court's order (Schuman, J.), denying her Motion to Stay, since she never received a copy.

22. On Thursday, September 26, 2002, the Alliance Entities filed with the WCLD (Schuman, J.) a Motion for Continuance with regard to the September 30, 2002, hearing, listing point #7 above in its entirety, and providing the following compelling reasons: a. being in Alabama and focusing on issues concerning her Petition to the U.S. Supreme Court; b. the short time remaining before the September 30 hearing without Connecticut Counsel to help her respond to such important pleadings as the extensive Motions to Strike; c. pending U.S. Supreme Court decision that could affect the WCLD's adjudication results. She wrote: "The Waterbury Complex Litigation Docket's decision (Sheldon, J.), dated June 27, 2002 to non-suit the corporate Plaintiffs due to not having zealous counsel to represent their claims; nor to allow the Plaintiff, Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Holding a hearing on Motions to Strike prepared by a cadre of New York/Connecticut attorneys without proper notice and without counsel for the corporations, while the issue of representation in said cases is pending before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her

corporations, and shall carry grave consequences to adjudication results."

23. On Friday, September 27, 2002, the WCLD faxed Hon. Schuman, J.'s hand written order on her Motion for Continuance filed on September 26, 2002: "Denied. The Plaintiff cannot wait until the last day and afternoon before the hearing to request a continuance, especially on the tenuous grounds presented, when she had notice of the hearing since August 12, 2002, when the Court issued the scheduling order for this matter. Schuman, J. 9/26/02" (Yvonne Liebel has to wonder as to what Judge Comerford at the Danbury Superior Court should have said and done when the Bank's counsel marked "off" its own motion on the morning of the hearing, taking over a litigant's home, with the lame excuse he didn't have all his documents with him; considering that Yvonne Liebel traveled from Alabama to Connecticut to attend said hearing; when the Bank had a month to prepare for the hearing; and having countless attorneys to prepare the file for an argument!) Hon. Schuman J. conveniently ignored Yvonne Liebel's prior pleadings requesting to postpone the hearing; the length and severity of the subject documents filed by the Defendants; pro se litigant; and the fact that the denial of her August 29 motion was mailed by the Court to the wrong address, at no fault of Yvonne Liebel, robbing her of precious time to prepare an argument in defense of her claims.

24. Immediately following receipt of the Court's Order, on September 27, Yvonne Liebel began drafting a Motion for Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike, to the best of her ability.

25. On Sunday night, September 29, 2002, at 9:53 P.M., upon completion, Yvonne Liebel faxed from Birmingham, Alabama to the WCLD her Motion for Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike. It wasn't humanly possible for her to physically attend the September 30th, Monday morning hearing. The Motion for leave to Amend asked

the Court to amend the Complaint to include the Bank and others in the above docketed-case, including the State of Connecticut and its members of the Judiciary as defendants in the case, and to add all Plaintiffs in the Third Amended Complaint to all causes of actions.

26. On Monday, September 30, 2002, Melanie Dillon faxed the following Message: " Facsimile filings must be accompanied by facsimile filing cover sheet. The court will not accept fax filings that are not accompanied by a fax filing cover sheet. The Court will discard fax filings that are not in compliance with the rules. Please read the attached procedures and technical Standards for electronic filings. A fax filing cover sheet is also attached for your convenience."

27. On October 1, 2002, Yvonne Liebel re-faxed the September, 24, September 26, and the September 29 pleadings with the WCLD's cover page containing the following note: "This is the first time the Complex Litigation docket requested this fax filing cover page in order to validate documents. A detailed cover sheet was faxed to the Court with the first transmissions."

28. On Thursday, October 3, 2002, Yvonne Liebel called Melanie Dillon to find out about the outcome of the hearing on Monday, September 30, following the Court's receipt of her Motion to Leave to Amend and Response to the Defendants' Motions to Strike. Shocked beyond words, Yvonne Liebel heard Dillon say that the Court (Schuman, J.) held the hearing on the Defendants' Motions to Strike on Friday, September 27, 2002, in accordance with its original order. Both Melanie Dillon and Hon. Schuman, J. knew that Yvonne Liebel was aware of only one hearing date on the Motions to Strike. September 30!! Both Dillon and Hon. Schuman, J. lied to her about the hearing! It became crystal clear that this new Court maneuver was designed to predate her "Motion to Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike" in order to avoid her defense against the Defendants' Motions. Yvonne Liebel felt ill!

29. On October 3, 2002, Yvonne Liebel received the Defendant's Eugene Grant's "Amended Request for Production of Documents to Plaintiff Yvonne Liebel". The first one was received the day before.

30. On October 6, 2002, Yvonne Liebel flew to Connecticut to attend the October 7, foreclosure hearing at the Danbury Superior Court.

31. On October 9, Melanie at the WCLD faxed to Yvonne Liebel the Court (Schuman, J.) ruling on her Motion to Stay filed on September 24, 2002: " The Motion to Stay the case is denied. The plaintiff is reminded that: 1) she must follow the procedures in paragraph four of the general case Management Order in order to request adjudication of any motion (His Honor refers to the fax cover page, no doubt!) 2) she must file a new appearance if she has changed her address from that which she originally provided in her complaint or any appearances, and (His Honor must be referring to the Danbury Road address which the WCLD never used, as it is not listed on Yvonne Liebel's appearance form) 3) the Court will not accept pleadings from the plaintiff for any cases other than Docket Number (X02) CV-01-0167482-S (the cases his honor is dismissing are still on appeal with the U.S. Supreme Court). It is so ordered. October 8, 2002.

32. On October 9, Melanie also faxed to Yvonne Liebel, the Court (Schuman, J.) ruling on the Motions to Strike.

33. When the WCLD (Sheldon J.) nonsuited the Plaintiff corporations for lack of counsel, he eliminated the majority of the twenty-eight counts in the Third Amended Complaint, not on merit, and released all the Defendants, except the Defendant Eugene Grant from all claims, except one, Count 28, "Intentional Infliction of Emotional Distress." At the September 27/30 hearing on the Motions to Strike, the Defendants having no opposition, and Hon. Schuman, J., having no regard to the Motion to Leave to Amend and Response to the Defendant Motions to Strike, detailing the

circumstances surrounding the Third Amended Complaint; and having no regard to the Motions to Stay filed on August 29 and September 24; nor to the Motion for Continuance filed on September 26, 2002, further eliminated all other counts against the Defendants, including Count 28. Hon. Schuman, J. left only 4 Counts against the Defendant, Eugene Grant: 1. Breach of Partnership Agreement brought by Yvonne Liebel and The Alliance Foundation, Inc.; 2. Promissory Estoppel, brought by Yvonne Liebel; 3. Breach of Contract, brought by The Alliance Foundation, Inc. and Yvonne Liebel; and 4. Breach of Contract, brought by Yvonne Liebel, Alliance Capital, Inc., and General Homes, Inc. Since the Corporations were nonsuited, even the 4 remaining Counts are now crippled. Assuming that the Connecticut Courts will continue with this conduct, it is doubtful that Eugene Grant would even be held liable to these 4 Counts.

34. The "Butchering" of the Third Amended Complaint by the Connecticut Courts is further substantiated by Hon. Schuman J.'s opening statement of his Order: "The pro se plaintiff has filed a Third Amended Complaint that is approximately 114 pages long, contains 307 paragraphs, includes twenty-eight counts, and names twelve defendants. Two groups of defendants, comprising a total of six of the defendants, have filed motions to strike (footnote: Although the pro se plaintiff failed to file a memorandum in opposition to either motion to strike by the deadline for doing so, and failed to appear for oral argument on these motions, the applicable Practice Book rule no longer provides, as it formerly did, that any party who fails timely to file a memorandum in opposition to the motion to strike shall be deemed by the Court to have consented to the granting of the motion. See Hughes v. Bemer, 200 Conn., 400, 402, 510 A.2d 992 (1986); of Practice Book Section 10-42 (b) (2002). Further, on October 1, 2002, four days after the oral argument, the plaintiff did file a combined motion to amend the Complaint and response to the motions to strike, which the court has read. In view of these factors, and out of an abundance of caution, the Court has not granted these motions based on the

plaintiff's default, but rather has decided them on the merits.) The Court initially rejects the argument, made by all defendants, that the causes of actions and parties have been misjoined. Judicial policy favors litigation of related controversies in a single action. See Veits v. City of Hartford, 134 Conn. 428, 436, 58 A.2d 389 (1948). This voluminous case is better managed as one than as the many cases into which it could be separated. Although in a narrow, technical sense, some of the counts involve different transactions, in a broader sense all of the counts involve "transactions which grew out of the subject matter in regard to which the controversy has arisen," Practice Book Section 10-22, namely, the pattern of dealings with the nonsuited plaintiff Alliance Foundation. Further, the Court finds that the separate counts, though they name different defendants or groups of defendants, are sufficiently connected that they "affect all parties to the action." Practice Book Section 10-21. Thus, there is no misjoinder of parties. See Viets v. City of Hartford, supra, 435-35; Zweeres v. Pashalinsky, 7 Conn. Supp. 45 (1945)."

Hon. Schuman, J., argues in favor of consolidation as all causes of actions stemmed from "the pattern of dealings (by the Defendants') with the nonsuited plaintiff Alliance Foundation." Therefore, when Hon. Sheldon J. refused to consolidate related actions and later nonsuited the Alliance Foundation, Inc. and its related corporations, he in essence destroyed the entire Third Amended Complaint.

When Hon. Schuman, J. sent his denial of the August 29, Motion to Stay, to the "wrong" address; and when he denied Yvonne Liebel's second Motion to Stay of September 24; and when he denied her September 26 Motion for Continuance; and when he predated the hearing to September 27, denying Yvonne Liebel defense against the Defendants' Motions to Strike, he destroyed the Alliance Entities' remaining causes of action.

Although the WCLD's two Judges delivered the final blow to the Plaintiffs' Third Amended Complaint, the destruction of the

Case and its related actions began with Administrative Judge Langenbach, J. when in October 2000, he forced a transfer from the Danbury Superior Court, where proper venue lies, to the Complex Litigation Docket, while failing to transfer all related actions to the Complex Litigation Docket fracturing the litigation; and later by subsequent Judges at the Danbury, Appellate and Supreme Courts, who failed to consolidate these actions. In pursuit of consolidation, Yvonne Liebel filed countless pleadings, but the Courts made every effort to keep them separated, contrary to Connecticut Rules of Procedure and to the detriment of the Plaintiffs' claims.

35. Although Yvonne Liebel is not going to address in this documents each and every cause of action eliminated by Hon. Schuman, J. She will address his elimination of Count 28, "Intentional Infliction of Emotional Distress" brought against all Defendants, in order to demonstrate the extent of the injustice done to the Plaintiffs by his Court.

If Hon. Schuman J. indeed did his homework and applied, as he stated, "an abundance of caution" to his decision, he had to rely on more current documents filed in this ongoing conspiracy case, than only the Third Amended Complaint written over two and a half years ago, without legitimate counsel. He must have read the Petition for Writ of Certiorari filed by Yvonne Liebel in the Supreme Court of the United States on July 2, 2002, specifically the "Ode to the Defendants" that opened the Statement of the Case, as it clearly relates to "Intentional Infliction of Emotional Distress." If his Honor didn't read the Petition, he didn't do his homework, and should withdraw his order! If he read the Petition, he certainly couldn't write this Order:

" Viewing count twenty-eight in a light most favorable to the plaintiff, the count alleges that the defendants engaged in conspiratorial, predatory efforts to cut off funds to and take control of a closely-held corporation of which the plaintiff was the founder and president. These allegations do not suffice. Generally, courts

applying Connecticut law have found that the loss of business or employment opportunities, even when based on improper motives, do not constitute the type of extreme behavior described above. See Franco v. Yale University, 161 F. Supp. 2d 133, 141-42 (D, Conn. 2001) (medical school's conduct disenfranchising surgeon): Russo v. City of Hartford, 158 F. Supp. 2d 214, 226-27(D. Conn. 2001) (conduct of police chief and captain allegedly to destroy character of police detective and disclose confidential information); Miner v. Town of Cheshire, 126 F. Supp. 2d 184, 194-5 (D. Conn. 2000) (town's alleged refusal to protect female police officer from male supervisor's sexual harassment); Brown v. Northeast Nuclear Energy Co., 118 F, Supp. 2d 217, 222-23 (D. Conn. 2000) (nuclear power plant's alleged failure to follow its own internal procedures before revoking security clearance of subcontractor's employee). Rather, the type of behavior contemplated by this tort has been much more personal in nature, and often involves the victim's peculiar susceptibility to emotional distress by reason of some physical or mental condition, or actions by the defendant likely to cause the victim to experience shock or fright of enormous proportions. See Mellaly v. Eastman Kodak Co., 42 Conn. Supp. 17, 597 A. 2d 846 91991) (employer humiliating a recovering alcoholic); Whelan v. Whelan, 41 Conn. Supp. 519, 588 a.2d 251 (1991) (husband falsely informing wife that he has AIDS); Brown v. Ellis, 40 Conn. Supp. 165, 167-68, 484 A.2d 944 (1984). The plaintiff's allegations do not involve conduct of this sort. Accordingly, the court grants the motion to strike count twenty-eight of the complaint."

Since Yvonne Liebel is unable to copy the Three-Volume Petition into this document, she will only copy the "Ode to the Defendants/Respondents" for his Honor, to help him determine if Yvonne Liebel's "Intentional Infliction of Emotional Distress" rises to the " ...type of behavior... more personal in nature, and often involves the victim's peculiar susceptibility to emotional distress by reason of some physical or mental condition, or actions by the

defendant likely to cause the victim to experience shock or fright of enormous proportions."

His Honor presents in his argument such examples as the:

1."Medical school's conduct disenfranchising surgeon"; or the

2. "Conduct of police chief and captain allegedly to destroy character of police detective and disclose confidential information"; or the

3."Town's alleged refusal to protect female police officer from male supervisor's sexual harassment"; or the

4. " Nuclear power plant's alleged failure to follow its own internal procedures before revoking security clearance of subcontractor's employee"; or the

5."Employer humiliating a recovering alcoholic."; or the

6."Husband falsely informing wife that he has AIDS."

The above cases were awarded their claims to " Intentional infliction of Emotional Distress" on the basis of each of these individuals being subjected to a single wrongdoing. But what would the Court's remedy be if a single individual was subjected to all six wrongdoings, or Seven, or Eight, or Nine...? Is there a cause of action that adequately compensates Intentional Infliction of Emotional Distress of such magnitude?

ODE TO THE DEFENDANTS /RESPONDENTS

They took away so cleverly, her mission and inventions,
mocking years of faith and trust in cruel conspiracy to silence,
to leave her searching endlessly as mother for her child.
They took away her documents, her photos and her tapes,
to wipe away all memory, erase the chance to prove her case,

As they were many, she was one;

They held their secret ex-parte to justify their plotted deeds,
leaving Judges deaf to her, her pleadings, to her creed.
They transferred her from here to there, denied her counsel and her
fare, delayed proceedings everywhere; They schemed and spun
convincing tales, and with efficient rumor cells, destroyed her
Name, her fame, her family, and all she loved was game,

As they were many, she was one;

They poisoned her air, contaminated her well, they
tampered with communications and her mail, to cause to abandon
her home and land like the vagabond in cities grand. They cut her
livelihood and squandered her funds, diminishing her credit and
possessions; And like the vultures on their prey, prepared to pounce
with aggression. They took away her poems book, with writings for
eternity, her license and her passport books, to strip her of identity,

As they were many, she was one;

They shocked, and bribed and threatened her alliances, so no
one dared extend a hand, to isolate, to segregate, to separate,
to...fumigate. And some day, in cowardice, when it is just
appropriate, they'll pierce her body with a bullet,
to help secure their final gate,

As they are many, she is one;

But as she's laid to rest in old Belle Reve, there, under the Willow tree, by the Norwalk River pond the Heron likes to grace, They'll know they couldn't take, her gift, her soul, her vision's Peace; Take back what's history,

As truth, forever and eternally, shall always make Majority!

The following is a comparative analysis as it relates to the case law presented in Hon. Schulman, J.'s argument:

1. As to the "Medical school's conduct disenfranchising surgeon"- For the past five years Yvonne Liebel has been disenfranchised from the very corporations she gave birth to over 12 years ago which combined her vision, personal ideology, her knowledge of business and philanthropy, and her unique background. The corporations' missions were her calling. The Defendants' actions further disenfranchised Yvonne Liebel from her livelihood; her friends; her community; her associates; and her family.

2.As to the "Conduct of police chief and captain allegedly to destroy character of police detective and disclose confidential information" There are numerous exhibits in the file that point out to the extreme and covert measures the Defendants used to implement their efforts to assassinate Yvonne Liebel's personal and professional character and the methods of public distribution used for their propaganda. The Defendants' success can be measured by comparing where Yvonne Liebel's vibrant companies were five years ago, and where they are today. Their success can also be measured by what the Defendants have today, that they didn't have then, a newly created charity that unlawfully supplanted the Alliance Entities and their assets, including but not limited to theft of their intellectual properties.

3.As to the "Town's alleged refusal to protect female police officer from male supervisor's sexual harassment"- Yvonne Liebel is not certain as to what is the legal definition of "sexual harassment", However, if in layman's terms "sexual harassment" means that someone abused certain trust and confidence placed in him/her to infringe on or violate someone else's rights, to the abuser's inured benefit, and to the detriment of the abused, than Yvonne Liebel was egregiously harassed and abused by the Defendants and their moles', both sexually and otherwise. For example: when close associates put pressure on Yvonne Liebel to pursue a personal and intimate relationship, only to later find out that the relationship was a set-up and that said individual had no personal interest in her whatsoever, only to gain access to her thoughts, plans, and actions so he could covertly destroy them, which he did, to the Defendants' advantage. This and other types of horrific set-ups are daily occurrences. A normal individual cannot guard against such set-ups, as this would mean turning one's back against everything that encompasses the human belief system. But the painful residue is there. Yvonne Liebel who used to be open and trusting and sharing and confiding, is no longer that person. Her injuries run deep.

4. As to the " Nuclear power plant's alleged failure to follow its own internal procedures before revoking security clearance of subcontractor's employee." – Corporate and Securities Laws provide each and every company with fundamental internal procedures. The Alliance Corporations' internal procedures as they rely on such laws have been mutilated and discarded by the conspiratorial actions of the Defendants. Their conduct revoked any and all of Yvonne Liebel's rights within the very companies she founded and devoted her life to, derailing her dreams and aspirations while the Defendants celebrate their road-kill as they continue to rely on their collective judicial, social and financial influence.

5. As to "Employer humiliating a recovering alcoholic." -

Yvonne Liebel experienced nothing but shock and humiliation in the past five years as a result of losing all contributors to her charitable organization, loss of her friends, neighbors, and associates, resulting from the Defendants' assassination of her personal and professional character. What was worse, that the Defendants operated in the shadows. Yvonne Liebel could not defend her position, as no one would say anything derogatory openly to her. She could only measure the disaster through subtle, polite and quite betrayals.

6. As to "Husband falsely informing wife that he has AIDS"-The number of lies, false statements, and fraudulent misrepresentations Yvonne Liebel was subjected to since she invented the formula for the second IRS private letter-ruling in late 1994, by men and women with whom she shared her innermost moments, thoughts, feelings and experiences, are probably in the thousands. Their collective effort, voluntary or induced, altered Yvonne Liebel's life and psyche beyond recognition. The horrific physical and emotional aftermath shall remain with her for the rest of her life.

As to examples 7, 8, 9... from Yvonne Liebel's own situation caused by the Defendants:

7. Since February 2001, Yvonne Liebel is unable to live in her home more than a few days at a time, due to contaminated water and air. She has been living out of hotels/motel rooms, or out of her car at an overwhelming expense and discomfort, from where she prepares Court pleadings.

8. She worries continuously about theft of her documents due to prior experiences with the Defendants

9. She continued to maintain, her mortgage, car, property tax, and other payments although the defendants sabotaged her income or possibilities for refinancing, sabotaged her mail

(payments made on insurance policies, her car, and other important securities would be returned in order to cause cancellations, etc.). She discontinued the mortgage payments a few months ago to induce action by the Bank to correct their documents and properly refinance her home.

10. Due to this vicious litigation, in July 2001, her father had a stroke accompanied by many complications. She spent (off and on) several extremely difficult months with her parents in and out of hospitals while still maintaining her on-going communications with the Courts.

11. Continuously anxious about keeping up with an army of Connecticut and New York lawyers, without counsel, and with a judicial system that is hostile to her; and the intense preparation of pleadings to the Connecticut Courts and Petitions to the United States Supreme Court, under unfavorable deadlines, operating from the road (Kinko's, Mail Boxes, etc.)

12. She no longer has personal, business, social, or family life (since 1997).

13. Under these extreme conditions and with excruciating effort she keeps a positive and cheerful image to members of her family to allow them to maintain some normalcy in their own lives.

14. Under these extreme conditions and with excruciating effort she tries to maintain her dignity as a mother, as a professional and as a woman.

In conclusion: When all six case laws cited by Hon. Schuman, J., can be applied to a single litigant, including a host of other examples, it points to a scope and severity of "Intentional Infliction of Emotional Distress" that exceeds the standards set by the Court.

36. The conduct of the Complex Litigation Docket has long been contested by the Alliance Entities. However, for Yvonne Liebel, who is not attorney, it is not clear as to how to proceed when the Court itself openly obstructs justice as it manipulates flimsy procedures to justify its conduct. The cruel reality that emerges from the Court's infantile smoke screen is that while the Court succumbs to Yvonne Liebel's powerful opponents, it delivers horrific blows to her legal, constitutional, financial, and social rights and conditions and to those of her corporations.

37. Therefore, the Alliance Entities reiterate the following: Since the lead count in their Third Amended Complaint is a "Conspiracy to Destroy a Business", connected to theft of Yvonne Liebel and her Corporations' assets by the Defendants; and since the litigation process is being short circuited by the WCLD, making the Court a party to said cause of action, the Alliance Entities view the Court's conduct as an egregious abuse of power resulting in a rigged litigation and the lynching of Yvonne Liebel and her corporations, with no relief in sight, with the unequivocal intent to cause their ultimate destruction.

38. Pursuant to P.B. Section 10-10, the Alliance Entities are therefore summoning the WCLD; Hon. Sheldon, J.; Hon. Schuman, J.; and Melanie Dillon; "to answer said counterclaims and/or cross claims" on charges applicable with Connecticut law related to actions listed in the original Counterclaims and Cross Claims dated October 5, 2002 and to this Supplement, all of which irreparably harmed the Alliance Entities.

39. The original Counterclaims and Cross Claims and this Supplement are hereby filed in each of the remaining 7 cases pending in the Waterbury Superior Court, Complex Litigation, Docket and the Danbury Superior Court (Danbury: CV 00 0338142 S; SP02-10636; CV 98 0333546 S; CV 02 0346367 S. Waterbury: (X02)

CV-01-0167482; (X02) CV-01-0167556; (X02) CV-01-0167457; (X02) CV-01-0167458) and now also pending in the Supreme Court of the United States.

Dated at Danbury, Connecticut, October 13, 2002.

THE DEFENDANTS,
YVONNE LIEBEL AND GENERAL HOMES, INC.;
THE ALLIANCE FOUNDATION, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite
101,Beverly Hills, CA 90211
P.O. Box 1153, Ridgefield, CT 6877
106 Great Hill Road CT 06877
Cell: 310-435-0769
Tel: 310-657-2771 Fax: 310-657-2731

Docket Number: CV 02 0346367 S

WASHINGTON MUTUAL BANK, F.A: STATE OF CONNECTICUT

: DANBURY SUPERIOR COURT

VS. **:**

YVONNE LIEBEL; GENERAL HOMES, INC. ET AL. **:**

: OCTOBER 13, 2002

STATEMENT OF DEMAND

The amount, legal interest or property in demand is $15,000 or more, exclusive of interest and costs.

THE DEFENDANTS,
YVONNE LIEBEL AND GENERAL HOMES, INC.;
THE ALLIANCE FOUNDATION, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101,
Beverly Hills, CA 90211
and
P.O. Box 1153, Ridgefield, CT 06877
106 Great Hill Road CT 06877
Cell: 310-435-0769 Tel: 310-657-2771
Fax: 310-657-2731

CERTIFICATE OF SERVICE

This is to certify that I have on the 13th day of October 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon all pro se parties and counsel of record:

(See attached 2 Certification Pages)

APPENDIX O
"Counterclaims and Cross Claims" v. Eugene Grant et al.
(By the Alliance Entities) 10/14/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 14, 2002

Via Fax: (203) 236-8234 (cover plus 38 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8234
Complex Litigation Docket, 400 Grand Street
Waterbury, CT 06702 (Attn. Melanie/ Hon. Sheldon, J./ Shuman, J.)

Re: Eugene M. Grant vs. The Alliance Foundation, Inc. No. (X02) CV-01-0167556
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167457
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167458

Dear Sir/Madam:

Faxed for filing please find Counterclaims and Cross Claims against the Plaintiff, Eugene M. Grant and others, by the Alliance Entities.

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Shareholder, Officer, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.; DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification Page

Docket Number: (X02) CV 01-0167458 S
(Also filed in (X02) CV 01-0167457 S and (X02) CV 0167556 S)

EUGENE M. GRANT	**: STATE OF CONNECTICUT**
VS	**: WATERBURY SUPERIOR COURT**
	: COMPLEX LITIGATION DOCKET
ALLIANCE CAPITAL, INC.	**: OCTOBER 14, 2002**

COUNTERCLAIMS AND CROSS CLAIMS

COME NOW, YVONNE LIEBEL and her corporations: THE ALLIANCE FOUNDATION, INC.; GENERAL HOMES, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; AND DTL-USA, INC., (Yvonne Liebel and her corporations shall be referred to from this point forward as the "Alliance Entities"), and present their Counterclaims and Cross Claims in the above-docketed case and show unto the Court as follows:

1. The above-docketed case is before this Honorable Court.

2. Yvonne Liebel, implicated in the above-docketed case, either prosecutes (through the filing of these Counterclaims and cross Claims) or defends (through the above-docketed case) on behalf of herself and/or her corporations.

PART I

3. Pursuant to P.B. Section 10-10, the Alliance Entities are implicated in the above matter as their counterclaims and cross claims " arise out of the transaction or one of the transactions which is the subject of the plaintiff's complaint" by virtue of the plaintiff's ("Grant") fraudulent claim to collect on a note, and to that end, his fraudulent misrepresentations and conspiracy to destroy the Alliance Entities. Said conduct by Grant adversely affected and continues to adversely affect the Alliance Entities' operations; financial solvency; their litigation against all opposing parties; and their corporate and personal missions, as more specifically described in the Exhibits below. Therefore the Alliance Entities bring the claims listed below against Grant and others who participated with Grant to harm the Alliance Entities.

4. Pursuant to P.B. Section 10-10: " and if necessary, additional parties may be summoned in to answer any such counterclaim or cross claim". The Alliance Entities are therefore summoning: Sandy McArthur; Paul Rossitto; Ridgefield Bank; Gary Smith; Reynolds and Rowella, LLP; Thomas F. Reynolds; Rene Heinecke; The Visiting Nurse Association of Ridgefield, Inc.; Helena Nicholas; Joyce Ligi; Eugene Grant; Robert Nagro; Richard Solomon; Weil, Gotshal and Manges LLP; Bridge to Brotherhood, Inc.; Mark Hoenig; David Stone; Ira Millstein; Marvin Jacob; PricewaterhouseCoopers LLP/Kesselman and Kesselman; Brooks Laboratories, Inc.; The State of Connecticut, including but not limited to: Attorney William Barrente; Attorney Joyce A. Morin; John R. Williams, Esq.; Stephen Fogerty (counsel for Ridgefield

Bank) the law firm of Reiner and Reiner (counsel for Washington Mutual Bank); Ridgefield's Marshal, James E. Sullivan; Chief Justice, William J. Sullivan; Acting Chief Justice, David M. Borden; Chief Clerk, Appellate/Supreme Court, Francis J. Drumm, Jr.; Chief Clerk, Danbury Superior Court; Administrative Judge, John J. Langenbach; Danbury Superior Court, Judge Adams; Danbury Superior Court, Judge Arthur Hiller; Danbury Superior Court, Judge White; Danbury Superior Court, Judge Ginnochio; (Referred to from this point forward as the "Judiciary"), and the Ridgefield Postmaster.

5. In support of their Counterclaims and their Cross Claims, the Alliance Entities enter hereto and incorporate by reference herein the following documents:

i. Exhibit A, Third Amended Complaint filed on October 24, 2000 at the Danbury Superior Court at Danbury, Connecticut.

ii. Exhibit B, Motion to Consolidate the above-docketed case with all pending related cases at the Danbury Superior Court and the Waterbury Superior Court, Complex Litigation Docket filed in this Court by the Alliance Entities on July 31, 2002 (Danbury: CV 00 0338142 S; SP02-10636; CV 98 0333546 S; CV 02 0346367 S. Waterbury: (X02) CV-01-0167482; (X02) CV-01-0167556; (X02) CV-01-0167457; (X02) CV-01-0167458.

iii. Exhibit C, "Motion for Leave to Amend Third Amended Complaint and Response to the Defendants Motions to Strike" filed by the Alliance Entities on September 29, 2002 in the Waterbury Superior Court, Complex Litigation Docket;

iv. Exhibit D, All pleadings filed in all cases and in all Courts including the two appeals and Brief filed in the Connecticut Appellate/Supreme Court beginning November 2000;

v. Exhibit E, Two Petitions for Writ of Certiorari filed with the Supreme Court of the United States: Petition No. 01-158 filed on July 31, 2001, and Petition No. 02-431 filed on July 2, 2002;

vi. Exhibit F, Counterclaims and Cross Claims filed on October 5, 2002, and Supplement to Counterclaims and Cross Claims filed on October 13, 2002 by the Alliance Entities in the matter of Washington Mutual Bank F.A. v. Yvonne Liebel and General Homes, Inc. et al, at the Danbury Superior Court;

vii. Exhibit G, Counterclaims and Cross Claims filed by the Alliance Entities in the matter of Rene Heinecke v. Yvonne Liebel, filed by the Alliance Entities on October 13, 2002 at the Danbury Superior Court.

viii. Exhibit H, Counterclaims and Cross Claims filed by the Alliance Entities in the matter the Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. at the Waterbury Superior Court, Complex Litigation Docket.

6. The Alliance Entities are therefore bringing the following Counterclaims and Cross claims against the Bank and all parties named in Points 3 and 4 of this document and charge them with the following Counts, as applicable to each party, and as more specifically described in testimony and evidence exhibited in Exhibit A (Third Amended Complaint): First Count – Conspiracy to Destroy a Business; Second Count- Breach of fiduciary duty; Third Count- Waste and Squandering of Corporate Assets; Fourth Count- Willful Mismanagement; Fifth Count- Fraudulent Misrepresentation; Sixth Count- Tortuous Interference with Financial Expectation; Seventh Count- Legal Malpractice/Conflict of Interest; Eighth Count- Breach of Non-Disclosure agreement/Fraudulent misrepresentation; Ninth Count- Aiding and Abetting in Conspiracy to Destroy a Business; Eleventh Count- Tortuous Interference with Business Relationships; Twelfth Count- Constructive Fraud; Thirteenth Count- Legal Malpractice/Breach of

Attorney client/ privilege/ Misrepresentation; Fourteenth Count- Legal Malpractice/Breach of Attorney Client Privilege/Fraudulent Misrepresentation; Fifteenth Count- Breach of Agreement; Sixteenth Count- Tortuous Interference with Business expectation; Seventeenth Count- Breach of Agreement/Fraudulent Misrepresentation; Eighteenth Count- Promissory Estoppel; Nineteenth Count- Fraudulent Misrepresentation; Twentieth Count- Breach of partnership Agreement; Twenty First Count- Promissory Estoppel; Twenty Second Count- Breach of Contract; Twenty Third Count- Breach of Contract; Twenty Fourth Count- Promissory Estoppel; Twenty Fifth Count- Contract Breach; Twenty Six Count- Breach of Contract; Twenty Seventh Count- Breach of Contract and Fraudulent Misrepresentation; Twenty-Eighth Count- Intentional Infliction of Emotional/Mental Distress;

7. In addition to the above claims, The Alliance Entities are also bringing the following claims against the State of Connecticut and the Judiciary for abuse of their power against the Alliance Entities, as applicable to each party, and charge them with the following, as more specifically described through testimony and evidence in Exhibits B, C, D, E, F, G and H:

a. Forcefully and unlawfully transferring the Alliance Entities' case from a Court of proper venue to the Complex Litigation Docket, a new offshoot of the Superior Court System with wide latitude to interpret Connecticut law without an available published manual to all litigants.

b. Failing to transfer all related cases to a single court, causing chaos, confusion, errors and irreparable harm to the Alliance Entities' claims.

c. Inappropriately administering Connecticut Law in order to short circuit and harm the Alliance Entities' litigation to the detriment of their claims.

d. Causing countless errors and omissions in docket sheets, court schedules, court orders, transcripts, etc., thereby altering the true state of the files for members of the judiciary and for the public, and irreparably damaging the Alliance Entities' litigation.

e. Continuously violating the Alliance Entities' constitutional and civil rights to due process of law, access to the courts, fair representation, and freedom of speech, thereby adversely affecting legal proceedings.

f. Failing to consolidate the many related actions that arise out of the same controversy and share common parties, contrary to Connecticut Rules of Procedure that call for consolidation for judicial economy and complete determination of the facts, causing the Alliance Entities harassment, undue pressure, work, financial loss, chaos, confusion, and errors while distorting adjudication results to the opposing parties' advantage.

g. Conducting proceedings in a biased manner to favor the opposing parties, and playing "Musical Chairs" with Judges, in an effort to limit their liabilities, defuse their conduct and distort the Alliance entities' claims, causing an exhaustive and expensive appeal process which to date ended with two separate Petitions for Writ of Certiorari to the United States Supreme Court. Petition 02-431 is pending.

h. Causing undue delays of legal proceedings or their inducement, to the advantage of the opposing parties.

i. Zealously clinging to procedure and abandoning the substance and intent of the law, to the detriment of the Alliance Entities' claims and to the interest of justice.

j. Causing Yvonne Liebel undue administrative, financial and physical hardships in order to sabotage her claims and her corporations' claims and exhaust her of her limited resources.

k. Limiting public access to the files.

l. Withholding memoranda of decisions and leaving the Alliance Entities' perplexed.

m. Conducting legal proceedings with egregious inconsideration to Yvonne Liebel's pro se representation and other limitations while inflicting upon her such pain, suffering, abuse, and shock, and depleting her of self esteem, self confidence, resources and faith in the Connecticut judicial system.

n. Causing the unlawful eviction of the Alliance Entities from their offices, and the possible execution of an unlawful foreclosure action on Yvonne Liebel's residence/Alliance Institute.

o. Tampering with the Plaintiffs' mail.

p. Issuing unlawful Eviction Execution Notice.

q. Applicable new counts for ethic violations in accordance with the laws of the State of Connecticut.

r. Applicable new counts for harassment in accordance with the laws of the State of Connecticut.

s. Applicable new counts for the destruction of Yvonne Liebel's personal and professional reputation.

t. Applicable new counts for the destruction of the Alliance Entities' personal and corporate missions.

u. Etc., etc. The number of violations and subsequent damage are too numerous to list at this time as they span over a period of several years.

8. In addition, the opposing parties on the other side of the Alliance Entities, where applicable to parties working alone or to parties working in concert with others, have resorted to abusive, dilatory and fraudulent tactics such as scheduling depositions; filing retaliatory and frivolous lawsuits; filing an unlawful eviction and an unlawful foreclosure; failing to mail copies of their pleadings to the Alliance Entities while presenting to the Court Certifications of Service; filing numerous pleadings and motions to the Court while appeal is pending to the Supreme Court of the United States, to bury Yvonne Liebel in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance in order to prevent her from properly prosecuting her Petition to the U.S. Supreme Court and defending the Alliance Entities' claims in on-going legal proceedings. By this conduct, the opposition has made it impossible for Yvonne Liebel to properly defend her property and claims and the rights of her corporations' interests and claims.

9. Yvonne Liebel and the Corporations do not have Connecticut counsel and Yvonne Liebel is not an attorney. Further, the Question of legal representation is now pending before the Supreme Court of the United States. The Waterbury Complex Litigation Docket's

decision in related cases to non-suit Yvonne Liebel's corporations due to: not having zealous counsel to represent their claims; nor to allow Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Decisions rendered in this Court, effecting said cases, are also pending before the U.S. Supreme Court. Holding any Court hearings or rendering any Court decisions on significant matters such as foreclosure, eviction, and other actions, prepared by a cadre of New York/Connecticut attorneys, without proper notice and without counsel for the corporations, while the issue is before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results.

PART II

Pursuant to P.B. Section 10-10, the Alliance Entities also add the following Counterclaims and Cross Claims against the Waterbury Superior Court, Complex Litigation Docket (referred to from this point forward as the "WCLD"), and against Hon. Michael Sheldon, J.; and Hon. Carl J. Schuman, J., and Court Officer Melanie Dillon; as said Counterclaims and Cross Claims "...arise out of the transaction or one of the transactions which is the subject of the plaintiff's complaint" as follows:

1. On July 2, 2002, Yvonne Liebel filed a two-volume Petition for Writ of Certiorari on behalf of the Alliance Entities, in the Supreme Court of the United States, appealing decisions made by the WCLD, the Danbury Superior Court, and the Chief Justice. A Question before the Supreme Court was the permission for Yvonne Liebel to represent her own corporations due to her inability to secure zealous counsel for them. Hon. Sheldon, J. was well aware of Yvonne Liebel's

intent to file said Petition by the July deadline and its subject matter.

2. Prior to the filing of the Petition, Yvonne Liebel filed numerous Motions to Stay and Motions for Continuance in all pending cases, all of which were denied.

3. While Yvonne Liebel, as pro se litigant without the assistance of Connecticut counsel, was amerced in the drafting and redrafting the complex Petition, and simultaneously overwhelmed by an unlawful eviction process from her offices, on June 27, 2002, Hon. Sheldon, J. granted Default for failure to appear to Defendant Eugene Grant ("Grant") against the Plaintiff corporations: The Alliance Foundation, Inc. and Alliance Capital, Inc. Yvonne Liebel was not aware of said hearing, and even if she was, and even if she attended, her attendance as representative of the corporations would not be acceptable to Sheldon, J. The Default was granted in three (3) frivolous actions Defendant Grant filed against said corporations for an alleged debt on notes. He filed the Complaints nine (9) months after Yvonne Liebel and her corporations filed a lawsuit against him and others. The two notes to Alliance Capital, Inc. were fabricated by Grant and contained no signature by the corporation. The Alliance Foundation, Inc.'s note for $100,000 was signed by its CEO, Yvonne Liebel, as part of a more comprehensive agreement between Grant and Liebel for the Foundation. Hon. Sheldon J. also ordered a hearing in damages, knowing full well he would not accept Yvonne Liebel's representation at the hearing on behalf of the corporations; that she would not be able to obtain counsel for the corporations for the hearing; and that the issue of her representation was pending before the U.S. Supreme Court.

4. On June 27, 2002, Hon. Sheldon, J. also nonsuited the corporations in the original action of The Alliance

Foundation, Inc. et al v. Eugene Grant, et al. for not having counsel.

5. It is significant to note here that since September 2001, Hon. Sheldon J. refused to consolidate these three actions with the original action although they stemmed from the same controversy and shared common parties. He also refused to let Yvonne Liebel appear on behalf of her corporations. In addition, he refused to let her join her corporations as defendant in Grant's complaints in order to protect her interests in them and the corporations' own interests, although Connecticut law permits such joinder as a matter of right. Since Sheldon, J. knew that Grant could not win his frivolous lawsuits on the merit, neither could all the other defendants implicated by the corporations in the original action and related actions, he clung to the one flimsy and sorry excuse, the only weak link in Yvonne Liebel's litigation, her not having a law license! From the outset, Hon. Sheldon J. was intent to destroy Yvonne Liebel's corporations to advantage her powerful opponents and cover for their fraudulent actions. In the process, however, he disregarded Connecticut Law and abused his power against a lone, inexperienced and defenseless litigant who is in pursuit of finding her lost companies and their missions, and her lost self.

6. On July 8, 2002, while in Washington D.C. filing the Petition and subsequent supplements, and spending time with her son over the July 4th holiday, Hon. Sheldon, J. held a hearing on damages in the Grant actions. Hon. Sheldon J. awarded Grant $445,179.90 against Alliance Capital, Inc.'s first note, and $7,440.33 against the second note. None of which contained signatures by the corporation. Sheldon, J. also awarded Grant $136, 978.43 against The Alliance Foundation, Inc. Yvonne Liebel learned about said hearing on August 15, 2002.

7. On July 16, 2002, Yvonne Liebel flew to Los Angeles to be with her father who was hospitalized for heart complications.

8. On July 16, 2002, Yvonne Liebel found out about the foreclosure action filed by the Bank, which was mailed to her Los Angeles office.

9. On July 16, 2002, Yvonne Liebel found out that the United States Supreme Court returned her Petition (80 books) to Ridgefield, CT, ordering her to amend the Petition by removing the names of the Corporations from the cover, as she could not represent them. Or, in the alternative obtain counsel admitted to the U.S. Supreme Court Bar. If she didn't, the corporations would lose their right to appeal the eviction and other Connecticut Court decisions. Yvonne Liebel was given until September 17, 2002, to amend the Petition. In total desperation and on sheer faith, she decided that upon return to the East Coast, she would drive to Selma, Alabama, the heart of the Civil Rights Movement, in pursuit of counsel and protection of the corporations' and her constitutional and civil rights.

10. On July 16, 2002 Defendants Grant, Robert Nagro, and Richard Solomon filed a Motion to Strike the Third Amended Complaint in the action against them. On August 15, 2002, Defendants, Weil, Gotshal and Manges LLP, David Stone, and Mark Hoenig filed their Motion to Strike the Third Amended Complaint. By then, all the corporations: The Alliance Foundation, Inc., Alliance Capital, Inc., Alliance International Development Corp., and DTL-USA, Inc. were nonsuited from the Complaint, by Hon. Sheldon, J., leaving Yvonne Liebel, the only remaining plaintiff.

11. On July 31, 2002, in response to the Foreclosure action, Yvonne Liebel filed an Appearance on behalf of herself and General, Homes, Inc. and a Motion to Consolidate the foreclosure action commenced on June 16, 2002, with all actions pending at the WCLD and the Danbury Superior Court. It was a monumental task. She filed a 185 Page document, including testimony and evidence in support of consolidation, as the actions stemmed from the same controversy and shared common parties. Said document was filed in all four (4) pending cases at the WCLD and all four (4) pending cases at the Danbury Superior Court. Copies were mailed to all parties.

12. On August 6, 2002, Sheldon, J. issued a scheduling order in The Alliance Foundation, Inc. et al v. Grant et al. as follows: "In the above-captioned case, preparation for possible settlement or trial shall henceforth proceed on the following schedule: Motion to Strike: 1. By August 30, 2002, the Plaintiffs shall file their opposition to the motion to strike filed by defendants Eugene Grant, Richard Solomon and Robert Nagro. 2. By September 6, 2002, Grant, Solomon, and Nagro shall file a reply brief. Motion to dismiss: 3. By September 6, 2002, the plaintiffs shall provide the court with a list of witnesses, whom they intend to call at the hearing on the motion to dismiss, including their name, address, and the subject of their testimony. The plaintiffs shall also provide a list of documents they intend to submit as evidence. 4. By September 13, 2002, the defendants, Bridge to Brotherhood, Inc., Ira Millstein and Marvin Jacob, shall provide the court with a list of their rebuttal witnesses, including their name, address, and the subject of their testimony, and a list of documents they intend to submit as evidence. Hearing: the hearing on the Motion to Dismiss and the Motion to Strike is scheduled for 9:30 a.m., Friday, September 27, 2002, in courtroom 3A at 400 Grand Street, Waterbury, CT."

13. On August 9, 2002, Sheldon J. issued a corrected scheduling order with regard to the Motion to Dismiss, changing the Defendants date to September 6, and the Plaintiffs to September 13, 2002.

14. On August 12, 2002, Sheldon, J. issued another corrected scheduling order replacing the word Plaintiffs with the word Plaintiff (as he nonsuited the corporations, and Yvonne Liebel remained the only Plaintiff.)

15. On or about August 30, Court officer for Hon. Sheldon, J., Melanie Dillon, called Yvonne Liebel on her cell, to inform her that the Motion to Dismiss was removed from the schedule.

16. On August 19, 2002, unknown to Yvonne Liebel, the Danbury Superior Court Judge, Hon. Carroll, J. denied her Motion to Consolidate the actions. Yvonne Liebel found out about said denial on October 3, 2002, when she randomly called the Court Clerk, requesting a status report. She never received a notice from the Danbury Superior Court.

17. On August 29, 2002, The Alliance Entities filed Motions to Stay with the WCLD, in all four pending cases listing a number of compelling reasons, including the need to focus on amending their Petition for Writ of Certiorari pending U.S. Supreme Court decisions, and which decisions could alter adjudication results of the WCLD and the Danbury Superior Courts. Motions to Stay were filed in all cases. Copies of the Motion were mailed to all parties.

18. On September 14, 2002, The Alliance Entities filed an amended Petition for Writ of Certiorari with counsel for the corporations, the distinguished Selma, Alabama civil rights attorney, J.L. Chestnut, Jr., Founder of Chestnut and Sanders, et al. The new Petition for Writ of Certiorari

implicated the Bank and certain number of its members in the unlawful foreclosure action; Chase Manhattan Bank, and Casey's Sheet Metal Services, Inc. Copies were served on opposing counsel and pro se parties, with courtesy copies to all Courts.

19. On September 24, 2002 at 1:10 A.M Yvonne Liebel filed a second Motion to Stay with the WCLD when she did not hear from the Court about her Motion to Stay of August 29.

20. On September 24, 2002 at 11:00 A.M. Central Time, while in Montgomery, Alabama, Yvonne Liebel received a call on her cell phone from Court Officer Melanie Dillon who:

    a. Apologized to Yvonne Liebel for her not receiving the computer generated Notice denying her Motion to Stay, as it was sent to 54 Danbury Road, Ridgefield, CT 06877 (wrong address), blaming the judicial system computerized network for the error. To date, all communications with the WCLD, including any computerized notices, were mailed and/or faxed by to both addresses listed on Yvonne Liebel's appearance form, none of which are the Danbury Road address.

    b. Informed Yvonne Liebel that on September 3, 2002, Hon. Sheldon J. was transferred to Hartford Superior Court and Hon. Shuman J. took his place, on order of the Administrative Judge, Hon. Langenbach, J. in Hartford. This is the second transfer of judges within the Complex Litigation Docket (the Defendants' primary stated reason for transferring the case from the Danbury Superior Court to the Complex Litigation Docket was the need for one judge to oversee the cases). The first transfer occurred after the Alliance Entities filed their first Petition for Writ

of Certiorari in July 2001complaining about violations of their constitutional rights by the Court. In September 2001, Hon. Tierney, J. was transferred from the Stamford Complex Litigation Docket to the regular docket and the cases were transferred to Hon. Sheldon, J. at the WCLD.

c. Informed Yvonne Liebel that on the day Hon. Schuman J. took office, September 3, 2002, he denied the Motion to Stay without a Memorandum of Decision. Yvonne Liebel never received a copy of said denial.

d. Informed Yvonne Liebel that on Friday, September 27, Hon. Shuman, J. planned s to rule on her second Motion to Stay filed on September 24.

e. Informed Yvonne Liebel that on September 30, 2002, the Court planned to hear the Defendants' Motions to Strike and to disregard prior notices.

f. Ordered Yvonne Liebel to file a response to Defendant Eugene Grant's Motion to Strike dated July 16, 2002 and a response to Defendants' Weil, Gotshal and Manges, LLP et al. Motion to Strike dated August 15, 2002, in preparation for the September 30, 2002 hearing. She also strongly recommended that Yvonne Liebel attend the September 30, hearing. The Defendants' Motions to Strike and Memoranda of Law were approx. 30 Pages each.

21. On September 24, 2002, Yvonne Liebel asked Court Officer Melanie Dillon to fax to her the Court's order (Schuman, J.), denying her Motion to Stay, since she never received a copy.

22. On Thursday, September 26, 2002, the Alliance Entities filed with the WCLD (Schuman, J.) a Motion for Continuance with regard to the September 30, 2002, hearing, listing point #7 above in its entirety, and providing the following compelling reasons: a. being in Alabama and focusing on issues concerning her Petition to the U.S. Supreme Court; b. the short time remaining before the September 30 hearing without Connecticut Counsel to help her respond to such important pleadings as the extensive Motions to Strike; c. pending U.S. Supreme Court decision that could affect the WCLD's adjudication results. She wrote: "The Waterbury Complex Litigation Docket's decision (Sheldon, J.), dated June 27, 2002 to non-suit the corporate Plaintiffs due to not having zealous counsel to represent their claims; nor to allow the Plaintiff, Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Holding a hearing on Motions to Strike prepared by a cadre of New York/Connecticut attorneys without proper notice and without counsel for the corporations, while the issue of representation in said cases is pending before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results."

23. On Friday, September 27, 2002, the WCLD faxed Hon. Schuman, J.'s hand written order on her Motion for Continuance filed on September 26, 2002: "Denied. The Plaintiff cannot wait until the last day and afternoon before the hearing to request a continuance, especially on the tenuous grounds presented, when she had notice of the hearing since August 12, 2002, when the Court issued the

scheduling order for this matter. Schuman, J. 9/26/02" (Yvonne Liebel has to wonder as to what Judge Comerford at the Danbury Superior Court should have said and done when the Bank's counsel marked "off" its own motion on the morning of the hearing, taking over a litigant's home, with the lame excuse he didn't have all his documents with him; considering that Yvonne Liebel traveled from Alabama to Connecticut to attend said hearing; when the Bank had a month to prepare for the hearing; and having countless attorneys to prepare the file for an argument!) Hon. Schuman J. conveniently ignored Yvonne Liebel's prior pleadings requesting to postpone the hearing; the length and severity of the subject documents filed by the Defendants; pro se litigant; and the fact that the denial of her August 29 motion was mailed by the Court to the wrong address, at no fault of Yvonne Liebel, robbing her of precious time to prepare an argument in defense of her claims.

24. Immediately following receipt of the Court's Order, on September 27, Yvonne Liebel began drafting a Motion for Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike, to the best of her ability.

25. On Sunday night, September 29, 2002, at 9:53 P.M., upon completion, Yvonne Liebel faxed from Birmingham, Alabama to the WCLD her Motion for Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike. It wasn't humanly possible for her to physically attend the September 30th, Monday morning hearing. The Motion for leave to Amend asked the Court to amend the Complaint to include the Bank and others in the above docketed-case, including the State of Connecticut and its members of the Judiciary as defendants in the case, and to add all Plaintiffs in the Third Amended Complaint to all causes of actions.

26. On Monday, September 30, 2002, Melanie Dillon faxed the following Message: " Facsimile filings must be accompanied by facsimile filing cover sheet. The court will not accept fax filings that are not accompanied by a fax filing cover sheet. The Court will discard fax filings that are not in compliance with the rules. Please read the attached procedures and technical Standards for electronic filings. A fax filing cover sheet is also attached for your convenience."

27. On October 1, 2002, Yvonne Liebel re-faxed the September, 24, September 26, and the September 29 pleadings with the WCLD's cover page containing the following note: "This is the first time the Complex Litigation docket requested this fax filing cover page in order to validate documents. A detailed cover sheet was faxed to the Court with the first transmissions."

28. On Thursday, October 3, 2002, Yvonne Liebel called Melanie Dillon to find out about the outcome of the hearing on Monday, September 30, following the Court's receipt of her Motion to Leave to Amend and Response to the Defendants' Motions to Strike. Shocked beyond words, Yvonne Liebel heard Dillon say that the Court (Schuman, J.) held the hearing on the Defendants' Motions to Strike on Friday, September 27, 2002, in accordance with its original order. Both Melanie Dillon and Hon. Schuman, J. knew that Yvonne Liebel was aware of only one hearing date on the Motions to Strike. September 30!! Both Dillon and Hon. Schuman, J. lied to her about the hearing! It became crystal clear that this new Court maneuver was designed to predate her "Motion to Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike" in order to avoid her defense against the Defendants' Motions. Yvonne Liebel felt ill!

29. On October 3, 2002, Yvonne Liebel received the Defendant's Eugene Grant's "Amended Request for Production of Documents to Plaintiff Yvonne Liebel". The first one was received the day before.

30. On October 6, 2002, Yvonne Liebel flew to Connecticut to attend the October 7, foreclosure hearing at the Danbury Superior Court.

31. On October 9, Melanie at the WCLD faxed to Yvonne Liebel the Court (Schuman, J.) ruling on her Motion to Stay filed on September 24, 2002: " The Motion to Stay the case is denied. The plaintiff is reminded that: 1) she must follow the procedures in paragraph four of the general case Management Order in order to request adjudication of any motion (His Honor refers to the fax cover page, no doubt!) 2) she must file a new appearance if she has changed her address from that which she originally provided in her complaint or any appearances, and (His Honor must be referring to the Danbury Road address which the WCLD never used, as it is not listed on Yvonne Liebel's appearance form) 3) the Court will not accept pleadings from the plaintiff for any cases other than Docket Number (X02) CV-01-0167482-S (the cases his honor is dismissing are still on appeal with the U.S. Supreme Court). It is so ordered. October 8, 2002.

32. On October 9, Melanie also faxed to Yvonne Liebel, the Court (Schuman, J.) ruling on the Motions to Strike.

33. When the WCLD (Sheldon J.) nonsuited the Plaintiff corporations for lack of counsel, he eliminated the majority of the twenty-eight counts in the Third Amended Complaint, not on merit, and released all the Defendants, except the Defendant Eugene Grant from all claims, except one, Count 28, "Intentional Infliction of Emotional Distress." At the

September 27/30 hearing on the Motions to Strike, the Defendants having no opposition, and Hon. Schuman, J., having no regard to the Motion to Leave to Amend and Response to the Defendant Motions to Strike, detailing the circumstances surrounding the Third Amended Complaint; and having no regard to the Motions to Stay filed on August 29 and September 24; nor to the Motion for Continuance filed on September 26, 2002, further eliminated all other counts against the Defendants, including Count 28. Hon. Schuman, J. left only 4 Counts against the Defendant, Eugene Grant: 1. Breach of Partnership Agreement brought by Yvonne Liebel and The Alliance Foundation, Inc.; 2. Promissory Estoppel, brought by Yvonne Liebel; 3. Breach of Contract, brought by The Alliance Foundation, Inc. and Yvonne Liebel; and 4. Breach of Contract, brought by Yvonne Liebel, Alliance Capital, Inc., and General Homes, Inc. Since the Corporations were nonsuited, even the 4 remaining Counts are now crippled. Assuming that the Connecticut Courts will continue with this conduct, it is doubtful that Eugene Grant would even be held liable to these 4 Counts.

34. The "Butchering" of the Third Amended Complaint by the Connecticut Courts is further substantiated by Hon. Schuman J.'s opening statement of his Order: "The pro se plaintiff has filed a Third Amended Complaint that is approximately 114 pages long, contains 307 paragraphs, includes twenty-eight counts, and names twelve defendants. Two groups of defendants, comprising a total of six of the defendants, have filed motions to strike (footnote: Although the pro se plaintiff failed to file a memorandum in opposition to either motion to strike by the deadline for doing so, and failed to appear for oral argument on these motions, the applicable Practice Book rule no longer provides, as it formerly did, that any party who fails timely to file a memorandum in opposition to the motion to strike

shall be deemed by the Court to have consented to the granting of the motion. See Hughes v. Bemer, 200 Conn., 400, 402, 510 A.2d 992 (1986); of Practice Book Section 10-42 (b) (2002). Further, on October 1, 2002, four days after the oral argument, the plaintiff did file a combined motion to amend the Complaint and response to the motions to strike, which the court has read. In view of these factors, and out of an abundance of caution, the Court has not granted these motions based on the plaintiff's default, but rather has decided them on the merits.) The Court initially rejects the argument, made by all defendants, that the causes of actions and parties have been misjoined. Judicial policy favors litigation of related controversies in a single action. See Veits v. City of Hartford, 134 Conn. 428, 436, 58 A.2d 389 (1948). This voluminous case is better managed as one than as the many cases into which it could be separated. Although in a narrow, technical sense, some of the counts involve different transactions, in a broader sense all of the counts involve "transactions which grew out of the subject matter in regard to which the controversy has arisen," Practice Book Section 10-22, namely, the pattern of dealings with the nonsuited plaintiff Alliance Foundation. Further, the Court finds that the separate counts, though they name different defendants or groups of defendants, are sufficiently connected that they "affect all parties to the action." Practice Book Section 10-21. Thus, there is no misjoinder of parties. See Viets v. City of Hartford, supra, 435-35; Zweeres v. Pashalinsky, 7 Conn. Supp. 45 (1945)."

Hon. Schuman, J., argues in favor of consolidation as all causes of actions stemmed from "the pattern of dealings (by the Defendants') with the nonsuited plaintiff Alliance Foundation." Therefore, when Hon. Sheldon J. refused to consolidate related actions and later nonsuited the Alliance Foundation, Inc. and its related corporations, he in essence destroyed the entire Third Amended Complaint.

When Hon. Schuman, J. sent his denial of the August 29, Motion to Stay, to the "wrong" address; and when he denied Yvonne Liebel's second Motion to Stay of September 24; and when he denied her September 26 Motion for Continuance; and when he predated the hearing to September 27, denying Yvonne Liebel defense against the Defendants' Motions to Strike, he destroyed the Alliance Entities' remaining causes of action.

Although the WCLD's two Judges delivered the final blow to the Plaintiffs' Third Amended Complaint, the destruction of the Case and its related actions began with Administrative Judge Langenbach, J. when in October 2000, he forced a transfer from the Danbury Superior Court, where proper venue lies, to the Complex Litigation Docket, while failing to transfer all related actions to the Complex Litigation Docket fracturing the litigation; and later by subsequent Judges at the Danbury, Appellate and Supreme Courts, who failed to consolidate these actions. In pursuit of consolidation, Yvonne Liebel filed countless pleadings, but the Courts made every effort to keep them separated, contrary to Connecticut Rules of Procedure and to the detriment of the Plaintiffs' claims.

35. Although Yvonne Liebel is not going to address in this documents each and every cause of action eliminated by Hon. Schuman, J. She will address his elimination of Count 28, "Intentional Infliction of Emotional Distress" brought against all Defendants, in order to demonstrate the extent of the injustice done to the Plaintiffs by his Court.

If Hon. Schuman J. indeed did his homework and applied, as he stated, "an abundance of caution" to his decision, he had to rely on more current documents filed in this ongoing conspiracy case, than only the Third Amended Complaint written over two and a half years ago, without

legitimate counsel. He must have read the Petition for Writ of Certiorari filed by Yvonne Liebel in the Supreme Court of the United States on July 2, 2002, specifically the "Ode to the Defendants" that opened the Statement of the Case, as it clearly relates to "Intentional Infliction of Emotional Distress." If his Honor didn't read the Petition, he didn't do his homework, and should withdraw his order! If he read the Petition, he certainly couldn't write this Order:

" Viewing count twenty-eight in a light most favorable to the plaintiff, the count alleges that the defendants engaged in conspiratorial, predatory efforts to cut off funds to and take control of a closely-held corporation of which the plaintiff was the founder and president. These allegations do not suffice. Generally, courts applying Connecticut law have found that the loss of business or employment opportunities, even when based on improper motives, do not constitute the type of extreme behavior described above. See Franco v. Yale University, 161 F. Supp. 2d 133, 141-42 (D, Conn. 2001) (medical school's conduct disenfranchising surgeon): Russo v. City of Hartford, 158 F. Supp. 2d 214, 226-27(D. Conn. 2001) (conduct of police chief and captain allegedly to destroy character of police detective and disclose confidential information); Miner v. Town of Cheshire, 126 F. Supp. 2d 184, 194-5 (D. Conn. 2000) (town's alleged refusal to protect female police officer from male supervisor's sexual harassment); Brown v. Northeast Nuclear Energy Co., 118 F, Supp. 2d 217, 222-23 (D. Conn. 2000) (nuclear power plant's alleged failure to follow its own internal procedures before revoking security clearance of subcontractor's employee). Rather, the type of behavior contemplated by this tort has been much more personal in nature, and often involves the victim's peculiar susceptibility to emotional distress by reason of some physical or mental condition, or actions by the defendant likely to cause the victim to experience shock or fright of enormous proportions. See Mellaly v. Eastman

Kodak Co., 42 Conn. Supp. 17, 597 A. 2d 846 91991) (employer humiliating a recovering alcoholic); Whelan v. Whelan, 41 Conn. Supp. 519, 588 a.2d 251 (1991) (husband falsely informing wife that he has AIDS); Brown v. Ellis, 40 Conn. Supp. 165, 167-68, 484 A.2d 944 (1984). The plaintiff's allegations do not involve conduct of this sort. Accordingly, the court grants the motion to strike count twenty-eight of the complaint."

Since Yvonne Liebel is unable to copy the Three-Volume Petition into this document, she will only copy the "Ode to the Defendants/Respondents" for his Honor, to help him determine if Yvonne Liebel's "Intentional Infliction of Emotional Distress" rises to the " ...type of behavior... more personal in nature, and often involves the victim's peculiar susceptibility to emotional distress by reason of some physical or mental condition, or actions by the defendant likely to cause the victim to experience shock or fright of enormous proportions."

His Honor presents in his argument such examples as the:

1. "Medical school's conduct disenfranchising surgeon"; or the
2. "Conduct of police chief and captain allegedly to destroy character of police detective and disclose confidential information"; or the
3. "Town's alleged refusal to protect female police officer from male supervisor's sexual harassment"; or the
4. " Nuclear power plant's alleged failure to follow its own internal procedures before revoking security clearance of subcontractor's employee"; or the

5. "Employer humiliating a recovering alcoholic."; or the

6. "Husband falsely informing wife that he has AIDS."

The above cases were awarded claims on the basis of each of individual being subjected to a single wrongdoing. But what would the Court's remedy be if a single individual was subjected to all six wrongdoings, or Seven, or Eight, or Nine...? Is there a cause of action that adequately compensates "Intentional Infliction of Emotional Distress" of such magnitude? The "Ode to the Defendants" was not written for the local literary club, it was written for the Supreme Court of the United States of America. It wasn't written to impress the Court for its literary qualities, but to try to capture the pain, the isolation, the loneliness, the fears, and the loss of self, that resulted from a vicious corporate gang-rape, of a woman and her multifaceted life, on all its sordid and inhuman aspects and characteristics, by a group that considers itself society's "finest". No one can fictionalize this Ode, just as no one can fictionalize the Third Amended Complaint and the Gang of Defendants responsible for this crime. Defeating the victim in the Courts, by short-circuiting the legal process through violations of her constitutional and civil rights, is a repeat offense against the victim.

ODE TO THE DEFENDANTS /RESPONDENTS

They took away so cleverly, her mission and inventions,
mocking years of faith and trust in cruel conspiracy to silence,
to leave her searching endlessly as mother for her child.
They took Away her documents, her photos and her tapes,
to wipe away all memory, erase the chance to prove her case,

As they were many, she was one;

They held their secret ex-parte to justify their plotted deeds,
leaving Judges deaf to her, her pleadings, to her creed.
They transferred her from here to there, denied her counsel and her fare, delayed proceedings everywhere; They schemed and spun convincing tales, and with efficient rumor cells, destroyed her name, her fame, her family, and all she loved was game,

As they were many, she was one;

They poisoned her air, contaminated her well, they
tampered with communications and her mail, to cause to abandon her home and land like the vagabond in cities grand. They cut her livelihood and squandered her funds, diminishing her credit and possessions; and like the vultures on their prey, prepared to pounce with aggression. They took away her poems book, with writings for eternity, her license and her passport books, to strip her of identity,

As they were many, she was one;

They shocked, and bribed and threatened her alliances, so no one dared extend a hand, to isolate, to segregate, to separate, to...fumigate. And some day, in cowardice, when it is just appropriate, they'll pierce her body with a bullet,
to help secure their final gate,

As they are many, she is one;

But as she's laid to rest in old Belle Reve, there, under the Willow tree, by the Norwalk River pond the Heron likes to grace, They'll know they couldn't take, her gift, her soul, her vision's Peace; Take back what's history,

As truth, forever and eternally, shall always make Majority!

The following is a comparative analysis as it relates Yvonne Liebel's situation to the case law presented in Hon. Schulman, J.'s argument:

1. As to the "Medical school's conduct disenfranchising surgeon"- For the past five years Yvonne Liebel has been disenfranchised from the very corporations she gave birth to over 12 years ago which combined her vision, personal ideology, her knowledge of business and philanthropy, and her unique background. The corporations' missions were her calling. The Defendants' actions further disenfranchised Yvonne Liebel from her livelihood; her friends; her community; her associates; and her family.

2.As to the "Conduct of police chief and captain allegedly to destroy character of police detective and disclose confidential information" -There are numerous exhibits in the file that point out to the extreme and covert measures the Defendants used to implement their efforts to assassinate Yvonne Liebel's personal and professional character and the methods of public distribution used for their propaganda. The Defendants' success can be measured by comparing where Yvonne Liebel's vibrant companies were five years ago, and where they are today. Their success can also be measured by what the Defendants have today, that they didn't have then, a newly created charity that unlawfully supplanted the

Alliance Entities and their assets, including but not limited to their theft of their intellectual properties.

3. As to the "Town's alleged refusal to protect female police officer from male supervisor's sexual harassment"- Yvonne Liebel is not certain as to what is the legal definition of "sexual harassment", However, if in layman's terms "sexual harassment" means that someone abused certain trust and confidence placed in him/her to infringe on or violate someone else's rights, to the abuser's inured benefit, and to the detriment of the abused, than Yvonne Liebel was egregiously harassed and abused by the Defendants and their moles', both sexually and otherwise. For example: when close associates put pressure on Yvonne Liebel to pursue a personal and intimate relationship, only to later find out that the relationship was a set-up and that said individual had no personal interest in her whatsoever, only to gain access to her thoughts, plans, and actions so he could covertly destroy them, which he did, to the Defendants' advantage. This and other types of horrific set-ups are daily occurrences. A normal individual cannot guard against such set-ups, as this would mean turning one's back against everything that encompasses the human belief system. But the painful residue is there. Yvonne Liebel who used to be open and trusting and sharing and confiding, is no longer that person. Her injuries run deep.

4. As to the " Nuclear power plant's alleged failure to follow its own internal procedures before revoking security clearance of subcontractor's employee." – Corporate and Securities Laws provide each and every company with fundamental internal procedures. The Alliance Corporations' internal procedures as they rely on such laws have been mutilated and discarded by the conspiratorial actions of the Defendants. Their conduct revoked any and all of Yvonne Liebel's rights within the very companies she founded and devoted her life to, derailing her dreams and aspirations while the Defendants celebrate their road-kill as they continue to rely on their collective judicial, social and financial influence.

5. As to "Employer humiliating a recovering alcoholic." - Yvonne Liebel experienced nothing but shock and humiliation in the past five years as a result of losing all contributors to her charitable organization, loss of her friends, neighbors, and associates, resulting from the Defendants' assassination of her personal and professional character. What was worse, that the Defendants operated in the shadows. Yvonne Liebel could not defend her position, as no one would say anything derogatory openly to her. She could only measure the disaster through subtle, polite and quite betrayals.

6. As to "Husband falsely informing wife that he has AIDS"-The number of lies, false statements, and fraudulent misrepresentations Yvonne Liebel was subjected to since she invented the formula for the second IRS private letter-ruling in late 1994, by men and women with whom she shared her innermost moments, thoughts, feelings and experiences, are probably in the thousands. Their collective effort, voluntary or induced, altered Yvonne Liebel's life and psyche beyond recognition. The horrific physical and emotional aftermath shall remain with her for the rest of her life.

As to examples 7, 8, 9... from Yvonne Liebel's own situation caused by the Defendants:

7. Since February 2001, Yvonne Liebel is unable to live in her home more than a few days at a time, due to contaminated water and air. She has been living out of hotels/motel rooms, or out of her car at an overwhelming expense and discomfort, from where she prepares Court pleadings.

8. She worries continuously about theft of her documents due to prior experiences with the Defendants.

9. She continued to maintain, her mortgage, car, property tax, and other payments although the defendants sabotaged her income or possibilities for refinancing, sabotaged her mail (payments made on insurance policies, her car, and other important securities would be returned in order to cause cancellations, etc.).She discontinued the mortgage payments a few months ago to induce action by the Bank to correct their documents and properly refinance her home.

10. Due to this vicious litigation, in July 2001, her father had a stroke accompanied by many complications. She spent (off and on) several extremely difficult months with her parents in and out of hospitals while still maintaining her on-going communications with the Courts.

11. Continuously anxious about keeping up with an army of Connecticut and New York lawyers, without counsel, and with a judicial system that is hostile to her; and the intense preparation of pleadings to the Connecticut Courts and Petitions to the United States Supreme Court, under unfavorable deadlines, operating from the road (Kinko's, Mail Boxes, etc.)

12. She no longer has personal, business, social, or family life (since 1997).

13. Under these extreme conditions and with excruciating effort she keeps a positive and cheerful image to members of her family to allow them to maintain some normalcy in their own lives.

14. Under these extreme conditions and with excruciating effort she tries to maintain her dignity as a mother, as a professional and as a woman.

In conclusion: When all six case laws cited by Hon. Schuman, J., can be applied to a single litigant, including a host of other examples, it points to a scope and severity of "Intentional

Infliction of Emotional Distress" that exceeds the standards set by the Court.

36. The conduct of the Complex Litigation Docket has long been contested by the Alliance Entities. However, for Yvonne Liebel, who is not attorney, it is not clear as to how to proceed when the Court itself openly obstructs justice as it manipulates flimsy procedures to justify its conduct. The cruel reality that emerges from the Court's infantile smoke screen is that while the Court succumbs to Yvonne Liebel's powerful opponents, it delivers horrific blows to her legal, constitutional, financial, and social rights and conditions and to those of her corporations.

37. Therefore, the Alliance Entities reiterate the following: Since the lead count in their Third Amended Complaint is a "Conspiracy to Destroy a Business", connected to theft of Yvonne Liebel and her Corporations' assets by the Defendants; and since the litigation process is being short circuited by the WCLD, making the Court a party to said cause of action, the Alliance Entities view the Court's conduct as an egregious abuse of power resulting in a rigged litigation and the lynching of Yvonne Liebel and her corporations, with no relief in sight, with the unequivocal intent to cause their ultimate destruction.

38. Pursuant to P.B. Section 10-10, the Alliance Entities are therefore summoning the WCLD; Hon. Sheldon, J.; Hon. Schuman, J.; and Melanie Dillon; "to answer said counterclaims and/or cross claims" on charges applicable with Connecticut law related to actions listed in the original Counterclaims and Cross Claims dated October 5, 2002 and to this Supplement, all of which irreparably harmed the Alliance Entities.

Dated at Danbury, Connecticut, October 14, 2002.

THE DEFENDANTS,
THE ALLIANCE FOUNDATION, INC.; YVONNE LIEBEL; GENERAL HOMES, INC.;
ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.

/S/

Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211

P.O. Box 1153, Ridgefield, CT 6877
106 Great Hill Road CT 06877
Cell: 310-435-0769
Tel: 310-657-2771
Fax: 310-657-2731

Docket Number: (X02)CV 01-0167458 S

EUGENE M. GRANT	**: STATE OF CONNECTICUT**
VS	**: WATERBURY SUPERIOR COURT**
	: COMPLEX LITIGATION DOCKET
ALLIANCE CAPITAL, INC.	**: OCTOBER 14, 2002**

STATEMENT OF DEMAND

The amount, legal interest or property in demand is $15,000 or more, exclusive of interest and costs.

THE DEFENDANTS,
THE ALLIANCE FOUNDATION, INC.; YVONNE LIEBEL; GENERAL HOMES, INC.;
ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
and
P.O. Box 1153, Ridgefield, CT 06877
106 Great Hill Road CT 06877
Cell: 310-435-0769 Tel: 310-657-2771
Fax: 310-657-2731

APPENDIX P

"Counterclaims and Cross Claims" v. the Visiting Nurse Association of Ridgefield, Inc. et al.
(By the Alliance Entities) 10/14/02

Yvonne Liebel

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Ridgefield, Connecticut 06877
Cell: 310-435-0769

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October 14, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 14 pages including cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc.SP02-10636
Counterclaims and Cross Claims

Dear Robin:

Faxed please find for filing in the above captioned eviction matter Counterclaims and Cross Claims by the Defendant, The Alliance Foundation, Inc. and the Alliance Entities against the Plaintiff, the Visiting Nurse Association of Ridgefield, Inc. and others.

Thank you for your time and attention.

Very truly yours,

/S/
Yvonne Liebel, pro se,
Representative: General Homes, Inc.; DTL-USA, Inc.; Alliance Foundation, Inc.; Alliance Capital, Inc. Alliance International Development Corp.

Cc: Per enclosed Certification

Docket Number: SP02-10636

VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC. :STATE OF CONNECTICUT

VS. :DANBURY SUPERIOR COURT

THE ALLIANCE FOUNDATION, INC. :OCTOBER 14, 2002

COUNTERCLAIMS AND CROSS CLAIMS

COME NOW, THE ALLIANCE FOUNDATION, INC.; YVONNE LIEBEL and her corporations: GENERAL HOMES, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; AND DTL-USA, INC., (The Alliance Foundation, Inc.; Yvonne Liebel and her corporations shall be referred to from this point forward as the "Alliance Entities"), and present their Counterclaims and Cross Claims in the above-docketed case and show unto the Court as follows:

1. The above-docketed case is before this Honorable Court.

2. Yvonne Liebel, implicated in the above-docketed case, either prosecutes (through the filing of these Counterclaims and Cross Claims) or defends (through the above-docketed case) on behalf of herself and/or her corporations.

3. Pursuant to P.B. Section 10-10, the Alliance Entities are implicated in the above matter as their counterclaims and cross claims " arise out of the transaction or one of the transactions which is the subject of the plaintiff's complaint" by virtue of an unlawful eviction action filed against The Alliance Foundation, Inc. and to that end, irregularities surrounding said eviction by the Plaintiff, The Visiting Nurse Association of Ridgefield, Inc. (Referred to from this

point forward as the "VNA"); its president, Helena Nicholas; its officers and board members, Thomas, F. Reynolds and Joyce Ligi; and others listed below. Said conduct by the VNA adversely affected and continues to adversely affect the Alliance Entities' operations; financial solvency; their litigation against all opposing parties; and their corporate and personal missions, as more specifically described in pleadings filed in the case. Therefore the Alliance Entities bring the claims listed below against the VNA and others more specifically described below.

4. Pursuant to P.B. Section 10-10: " and if necessary, additional parties may be summoned in to answer any such counterclaim or cross claim". The Alliance Entities are therefore summoning: Washington Mutual Bank, F.A.; Sandy McArthur; Paul Rossitto; Ridgefield Bank; Gary Smith; Reynolds and Rowella, LLP; Rene Heinecke; Eugene Grant; Robert Nagro; Richard Solomon; Weil, Gotshal and Manges LLP; Bridge to Brotherhood, Inc.; Mark Hoenig; David Stone; Ira Millstein; Marvin Jacob; PricewaterhouseCoopers LLP/Kesselman and Kesselman; Brooks Laboratories, Inc.; The State of Connecticut, including but not limited to: Attorney William Barrente; Attorney Joyce A. Morin; Attorney John R. Williams; Attorney Christopher Molyneaux (counsel for Heinecke); Stephen Fogerty (counsel for Ridgefield Bank); the law firm of Reiner and Reiner (the Washington Mutual Bank's Counsel); Ridgefield's Marshal, James E. Sullivan; Chief Justice, William J. Sullivan; Acting Chief Justice, David M. Borden; Chief Clerk, Appellate/Supreme Court, Francis J. Drumm, Jr.; Chief Clerk, Danbury Superior Court; Administrative Judge, John J. Langenbach; Danbury Superior Court, Judge Adams; Danbury Superior Court, Judge Arthur Hiller; Danbury Superior Court, Judge White; Danbury Superior Court, Judge Ginnochio; (Referred to

from this point forward as the "Judiciary"), and the Ridgefield Postmaster.

5. In support of their Counterclaims and their Cross Claims, the Alliance Entities enter hereto and incorporate by reference herein the following documents:

i. Exhibit A, Third Amended Complaint filed on October 24, 2000 at the Danbury Superior Court at Danbury, Connecticut.

ii. Exhibit B, Motions to Consolidate the above-docketed case with all pending related cases at the Danbury Superior Court and the Waterbury Superior Court, Complex Litigation Docket filed in this Court by the Alliance Entities (Danbury: CV 00 0338142 S (DTL-USA); CV 98 0333546 S (Heinecke); CV 02 0346367 S (Washington Mutual Bank); Waterbury: (X02) CV-01-0167482 (Alliance et al. Grant et al.); (X02) CV-01-0167556; (X02) CV-01-0167457; (X02) CV-01-0167458 (Grant v. Alliance Foundation/Capital, Inc.)

iii. Exhibit C, "Motion for Leave to Amend Third Amended Complaint and Response to the Defendants Motions to Strike" filed by the Alliance Entities on September 29, 2002 in the Waterbury Superior Court, Complex Litigation Docket;

iv. Exhibit D, All pleadings filed in all cases and in all Courts including the two appeals and Brief filed in the Connecticut Appellate/Supreme Court beginning November 2000;

v. Exhibit E, Two Petitions for Writ of Certiorari filed with the Supreme Court of the United States: Petition No. 01-158 filed on July 31, 2001, and Petition No. 02-431 filed on July 2, 2002;

vi. Exhibit F, Counterclaims and Cross Claims filed on October 5, 2002, and Supplement to Counterclaims and Cross Claims filed on October 13, 2002 by the Alliance Entities in the matter of

Washington Mutual Bank F.A. v. Yvonne Liebel and General Homes, Inc. et al, at the Danbury Superior Court;

vii. Exhibit G, Counterclaims and Cross Claims filed by the Alliance Entities in the matter of Rene Heinecke v. Yvonne Liebel, filed by the Alliance Entities on October 13, 2002 at the Danbury Superior Court.

viii. Exhibit H, Counterclaims and Cross Claims and Supplement to Counterclaims and Cross Claims filed by the Alliance Entities in the three matters of Eugene M. Grant v. The Alliance foundation, Inc. and Alliance Capital, Inc. at the Waterbury Superior Court, Complex Litigation Docket.

6. The Alliance Entities are therefore bringing the following Counterclaims and Cross claims against the VNA and all parties named in Points 3 and 4 of this document and charge them with the following Counts, as applicable to each party, and as more specifically described in testimony and evidence exhibited in Exhibit A (Third Amended Complaint): First Count – Conspiracy to Destroy a Business; Second Count- Breach of fiduciary duty; Third Count- Waste and Squandering of Corporate Assets; Fourth Count- Willful Mismanagement; Fifth Count- Fraudulent Misrepresentation; Sixth Count- Tortuous Interference with Financial Expectation; Seventh Count- Legal Malpractice/Conflict of Interest; Eighth Count- Breach of Non-Disclosure agreement/Fraudulent misrepresentation; Ninth Count- Aiding and Abetting in Conspiracy to Destroy a Business; Eleventh Count- Tortuous Interference with Business Relationships; Twelfth Count- Constructive Fraud; Thirteenth Count- Legal Malpractice/Breach of Attorney client/ privilege/ Misrepresentation; Fourteenth Count- Legal Malpractice/Breach of Attorney Client Privilege/Fraudulent Misrepresentation; Fifteenth Count- Breach of Agreement; Sixteenth Count- Tortuous

Interference with Business expectation; Seventeenth Count- Breach of Agreement/Fraudulent Misrepresentation; Eighteenth Count- Promissory Estoppel; Nineteenth Count- Fraudulent Misrepresentation; Twentieth Count- Breach of partnership Agreement; Twenty First Count- Promissory Estoppel; Twenty Second Count- Breach of Contract; Twenty Third Count- Breach of Contract; Twenty Fourth Count- Promissory Estoppel; Twenty Fifth Count- Contract Breach; Twenty Six Count- Breach of Contract; Twenty Seventh Count- Breach of Contract and Fraudulent Misrepresentation; Twenty-Eighth Count- Intentional Infliction of Emotional/Mental Distress;

7. In addition to the above claims, The Alliance Entities are also bringing the following claims against the State of Connecticut and the Judiciary for abuse of their power against the Alliance Entities, as applicable to each party, and charge them with the following, as more specifically described through testimony and evidence in Exhibits B, C, D, E, F, G, and H:

    a. Forcefully and unlawfully transferring the Alliance Entities' case from a Court of proper venue to the Complex Litigation Docket, a new offshoot of the Superior Court System with wide latitude to interpret Connecticut law without an available published manual to all litigants.

    b. Failing to transfer all related cases to a single court, causing chaos, confusion, errors and irreparable harm to the Alliance Entities' claims.

    c. Inappropriately administering Connecticut Law in order to short circuit and harm the Alliance Entities' litigation to the detriment of their claims.

d. Causing countless errors and omissions in docket sheets, court schedules, court orders, transcripts, etc., thereby altering the true state of the files for members of the judiciary and for the public, and irreparably damaging the Alliance Entities' litigation.

e. Continuously violating the Alliance Entities' constitutional and civil rights to due process of law, access to the courts, fair representation, and freedom of speech, thereby adversely affecting legal proceedings.

f. Failing to consolidate the many related actions that arise out of the same controversy and share common parties, contrary to Connecticut Rules of Procedure that call for consolidation for judicial economy and complete determination of the facts, causing the Alliance Entities harassment, undue pressure, work, financial loss, chaos, confusion, and errors while distorting adjudication results to the opposing parties' advantage.

g. Conducting proceedings in a biased manner to favor the opposing parties, and playing "Musical Chairs" with Judges, in an effort to limit their liabilities, defuse their conduct and distort the Alliance entities' claims, causing an exhaustive and expensive appeal process which to date ended with two separate Petitions for Writ of Certiorari to the United States Supreme Court. Petition 02-431 is pending.

h. Causing undue delays of legal proceedings or their inducement, to the advantage of the opposing parties.

i. Zealously clinging to procedure and abandoning the substance and intent of the law, to the detriment of the Alliance Entities' claims and to the interest of justice.

j. Causing Yvonne Liebel undue administrative, financial and physical hardships in order to sabotage her claims and her corporations' claims and exhaust her of her limited resources.

k. Limiting public access to the files.

l. Withholding memoranda of decisions and leaving the Alliance Entities' perplexed.

m. Conducting legal proceedings with egregious inconsideration to Yvonne Liebel's pro se representation and other limitations while inflicting upon her such pain, suffering, abuse, and shock, and depleting her of self esteem, self confidence, resources and faith in the Connecticut judicial system.

n. Causing the unlawful eviction of the Alliance Entities from their offices, and the possible execution of an unlawful foreclosure action on Yvonne Liebel's residence/Alliance Institute.

o. Tampering with the Plaintiffs' mail.

p. Issuing unlawful Eviction Execution Notice.

q. Applicable new counts for ethic violations in accordance with the laws of the State of Connecticut.

r. Applicable new counts for harassment in accordance with the laws of the State of Connecticut.

s. Applicable new counts for the destruction of Yvonne Liebel's personal and professional reputation.

t. Applicable new counts for the destruction of the Alliance Entities' personal and corporate missions.

u. Etc., etc. The number of violations and subsequent damage are too numerous to list at this time as they span over a period of several years.

8. In addition, the opposing parties on the other side of the Alliance Entities, where applicable to parties working alone or to parties working in concert with others, have resorted to abusive, dilatory and fraudulent tactics such as scheduling depositions; filing retaliatory and frivolous lawsuits; filing an unlawful eviction and an unlawful foreclosure; failing to mail copies of their pleadings to the Alliance Entities while presenting to the Court Certifications of Service; filing numerous pleadings and motions to the Court while appeal is pending to the Supreme Court of the United States, to bury Yvonne Liebel in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance in order to prevent her from properly prosecuting her Petition to the U.S. Supreme Court and defending the Alliance Entities' claims in on-going legal proceedings. By this conduct, the opposition has made it impossible for Yvonne Liebel to properly defend her properties and claims and the rights of her corporations' interests and claims.

9. Yvonne Liebel and the Corporations do not have Connecticut counsel and Yvonne Liebel is not an attorney. Further, the Question of legal representation is now pending

before the Supreme Court of the United States. The Waterbury Complex Litigation Docket's decision in related cases to non-suit Yvonne Liebel's corporations due to: not having zealous counsel to represent their claims; nor to allow Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Decisions rendered in this Court, effecting said cases, are also pending before the U.S. Supreme Court. Holding any Court hearings or rendering any Court decisions on significant matters such as foreclosure, eviction, and other actions, prepared by a cadre of New York/Connecticut attorneys, without proper notice and without counsel for the corporations, while the issue is before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results.

Dated at Danbury, October 14, 2002.

THE DEFENDANTS,
THE ALLIANCE FOUNDATION, INC.; YVONNE LIEBEL; GENERAL HOMES, INC.;
ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
And
P.O. Box 1153, Ridgefield, CT 06877
Cell: 310-435-0769
Tel: 310-657-2771
Fax: 310-657-2731

Docket Number: SP02-10636

VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC. :**STATE OF CONNECTICUT**

:**DANBURY SUPERIOR COURT**

VS. :

THE ALLIANCE FOUNDATION, INC. :**OCTOBER 14, 2002**

STATEMENT OF DEMAND

The amount, legal interest or property in demand is $15,000 or more, exclusive of interest and costs.

THE DEFENDANTS,
THE ALLIANCE FOUNDATION, INC.; YVONNE LIEBEL; GENERAL HOMES, INC.;
ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
And
P.O. Box 1153, Ridgefield, CT 06877
Cell: 310-435-0769
Tel: 310-657-2771
Fax: 310-657-2731

APPENDIX Q

"Counterclaims and Cross Claims" v. Rene Heinecke et al.
(By the Alliance Entities) 10/14/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 14, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 14 pages including cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: Rene Heinecke v. Yvonne Liebel No. CV-98 0333546 S
Counterclaims and Cross Claims

Dear Robin:

Faxed please find for filing in the above captioned matter, Counterclaims and Cross Claims filed by the Defendant, Yvonne Liebel and her corporations against the Plaintiff, Rene Heinecke and others.

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Representative: General Homes, Inc.; DTL-USA, Inc.; Alliance Foundation, Inc.; Alliance Capital, Inc. Alliance International Development Corp.

Cc: Per enclosed Certification

Docket Number: CV 98 0333546 S

RENE HEINECKE	**: STATE OF CONNECTICUT**
VS.	**: DANBURY SUPERIOR COURT**
YVONNE LIEBEL	**: OCTOBER 14, 2002**

COUNTERCLAIMS AND CROSS CLAIMS

COME NOW, YVONNE LIEBEL and her corporations: GENERAL HOMES, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; AND DTL-USA, INC., (Yvonne Liebel and her corporations shall be referred to from this point forward as the "Alliance Entities"), and present their Counterclaims and Cross Claims in the above-docketed case and show unto the Court as follows:

1.Yvonne Liebel, implicated in the above-docketed case, either prosecutes (through the filing of these Counterclaims and cross Claims) or defends (through the above-docketed case) on behalf of herself and/or her corporations.

2. Pursuant to P.B. Section 10-10, the Alliance Entities are implicated in the above matter as their counterclaims and cross claims " arise out of the transaction or one of the transactions which is the subject of the plaintiff's complaint" by virtue of Rene Heinecke's frivolous and fraudulent complaint brought against Yvonne Liebel and to that end, irregularities surrounding said complaint which adversely affected and continues to adversely affect the Alliance Entities' operations; financial solvency; their litigation against all opposing parties; and their corporate and personal missions, as more specifically described in Exhibit B below (Motion to Consolidate).

3. Therefore the Alliance Entities bring the claims listed below against Rene Heinecke and her counsel, Christopher Molyneaux and the Law Offices of Norman Voog.

4. Pursuant to P.B. Section 10-10: " and if necessary, additional parties may be summoned in to answer any such counterclaim or cross claim". The Alliance Entities are therefore summoning: Washington Mutual Bank F.A.; Sandy McArthur; Paul Rossitto;

Ridgefield Bank; Gary Smith; Reynolds and Rowella, LLP; Thomas F. Reynolds; The Visiting Nurse Association of Ridgefield, Inc.; Helena Nicholas; Joyce Ligi; Eugene Grant; Robert Nagro; Richard Solomon; Weil, Gotshal and Manges LLP; Bridge to Brotherhood, Inc.; Mark Hoenig; David Stone; Ira Millstein; Marvin Jacob; PricewaterhouseCoopers LLP/Kesselman and Kesselman; Brooks Laboratories, Inc.; The State of Connecticut, including but not limited to: Attorney William Barrente; Attorney Joyce A. Morin; the law firm of Reiner and Reiner (counsel for Washington Mutual Bank); Attorney John R. Williams; Attorney Stephen Fogerty; Ridgefield's Marshal, James E. Sullivan; Chief Justice, William J. Sullivan; Acting Chief Justice, David M. Borden; Chief Clerk, Appellate/Supreme Court, Francis J. Drumm, Jr.; Chief Clerk, Danbury Superior Court; Administrative Judge, John J. Langenbach; Danbury Superior Court, Judge Adams; Danbury Superior Court, Judge Arthur Hiller; Danbury Superior Court, Judge White; Danbury Superior Court, Judge Ginnochio; (Referred to from this point forward as the "Judiciary"), and the Ridgefield Postmaster.

5. In support of their Counterclaims and their Cross Claims, the Alliance Entities enter hereto and incorporate by reference herein the following documents:

i. Exhibit A, Third Amended Complaint filed on October 24, 2000 at the Danbury Superior Court at Danbury, Connecticut.

ii. Exhibit B, Motion to Consolidate the above-docketed case with all pending related cases at the Danbury Superior Court and the Waterbury Superior Court, Complex Litigation Docket filed in this Court by the Alliance Entities (Danbury: CV 00 0338142 S; SP02-10636; CV 02 0346367 S. Waterbury: (X02) CV-01-0167482; (X02) CV-01-0167556; (X02) CV-01-0167457; (X02) CV-01-0167458.

iii. Exhibit C, "Motion for Leave to Amend Third Amended Complaint and Response to the Defendants Motions to Strike" filed by the Alliance Entities on September 29, 2002 in the Waterbury Superior Court, Complex Litigation Docket;

iv. Exhibit D, All pleadings filed in all cases and in all Courts including the two appeals and Brief filed in the Connecticut Appellate/Supreme Court beginning November 2000;

v. Exhibit E, Two Petitions for Writ of Certiorari filed with the Supreme Court of the United States: Petition No. 01-158 filed on July 31, 2001, and Petition No. 02-431 filed on July 2, 2002;

vi. Exhibit F, Counterclaims and Cross Claims filed on October 5, 2002, and Supplement to Counterclaims and Cross Claims filed on October 13, 2002 by the Alliance Entities in the matter of Washington Mutual Bank F.A. v. Yvonne Liebel and General Homes, Inc. et al, at the Danbury Superior Court;

vii. Exhibit G, Counterclaims and Cross Claims filed by the Alliance Entities in the matter of the Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc., filed by the Alliance Entities on October 13, 2002 at the Danbury Superior Court.

viii. Exhibit H, Counterclaims and Cross Claims and Supplement to Counterclaims and Cross Claims filed by the Alliance Entities in the three matters of Eugene M. Grant v. The Alliance foundation, Inc. and Alliance Capital, Inc. at the Waterbury Superior Court, Complex Litigation Docket.

6. The Alliance Entities are therefore bringing the following Counterclaims and Cross claims against the Bank and all parties named in Points 3 and 4 of this document and charge them with the following Counts, as applicable to each party, and as more specifically described in testimony and evidence exhibited in Exhibit A (Third Amended Complaint): First Count – Conspiracy to Destroy a Business; Second Count- Breach of fiduciary duty; Third Count- Waste and Squandering of Corporate Assets; Fourth Count- Willful Mismanagement; Fifth Count- Fraudulent Misrepresentation; Sixth Count- Tortuous Interference with

Financial Expectation; Seventh Count- Legal Malpractice/Conflict of Interest; Eighth Count- Breach of Non-Disclosure agreement/Fraudulent misrepresentation; Ninth Count- Aiding and Abetting in Conspiracy to Destroy a Business; Eleventh Count- Tortuous Interference with Business Relationships; Twelfth Count- Constructive Fraud; Thirteenth Count- Legal Malpractice/Breach of Attorney client/ privilege/ Misrepresentation; Fourteenth Count- Legal Malpractice/Breach of Attorney Client Privilege/Fraudulent Misrepresentation; Fifteenth Count- Breach of Agreement; Sixteenth Count- Tortuous Interference with Business expectation; Seventeenth Count- Breach of Agreement/Fraudulent Misrepresentation; Eighteenth Count- Promissory Estoppel; Nineteenth Count- Fraudulent Misrepresentation; Twentieth Count- Breach of partnership Agreement; Twenty First Count- Promissory Estoppel; Twenty Second Count- Breach of Contract; Twenty Third Count- Breach of Contract; Twenty Fourth Count- Promissory Estoppel; Twenty Fifth Count- Contract Breach; Twenty Six Count- Breach of Contract; Twenty Seventh Count- Breach of Contract and Fraudulent Misrepresentation; Twenty-Eighth Count- Intentional Infliction of Emotional/Mental Distress;

7.In addition to the above claims, The Alliance Entities are also bringing the following claims against the State of Connecticut and the Judiciary for abuse of their power against the Alliance Entities, as applicable to each party, and charge them with the following, as more specifically described through testimony and evidence in Exhibits B, C, D, E, F, G, and H:

a. Forcefully and unlawfully transferring the Alliance Entities' case from a Court of proper venue to the Complex Litigation Docket, a new offshoot of the Superior Court System with wide latitude to interpret Connecticut law without an available published manual to all litigants.

b. Failing to transfer all related cases to a single court, causing chaos, confusion, errors and irreparable harm to the Alliance Entities' claims.

c. Inappropriately administering Connecticut Law in order to short circuit and harm the Alliance Entities' litigation to the detriment of their claims.

d. Causing countless errors and omissions in docket sheets, court schedules, court orders, transcripts, etc., thereby altering the true state of the files for members of the judiciary and for the public, and irreparably damaging the Alliance Entities' litigation.

e. Continuously violating the Alliance Entities' constitutional and civil rights to due process of law, access to the courts, fair representation, and freedom of speech, thereby adversely affecting legal proceedings.

f. Failing to consolidate the many related actions that arise out of the same controversy and share common parties, contrary to Connecticut Rules of Procedure that call for consolidation for judicial economy and complete determination of the facts, causing the Alliance Entities harassment, undue pressure, work, financial loss, chaos, confusion, and errors while distorting adjudication results to the opposing parties' advantage.

g. Conducting proceedings in a biased manner to favor the opposing parties, and playing "Musical Chairs" with Judges, in an effort to limit their liabilities, defuse their conduct and distort the Alliance entities' claims, causing an exhaustive and expensive appeal

process which to date ended with two separate Petitions for Writ of Certiorari to the United States Supreme Court. Petition 02-431 is pending.

h. Causing undue delays of legal proceedings or their inducement, to the advantage of the opposing parties.

i. Zealously clinging to procedure and abandoning the substance and intent of the law, to the detriment of the Alliance Entities' claims and to the interest of justice.

j. Causing Yvonne Liebel undue administrative, financial and physical hardships in order to sabotage her claims and her corporations' claims and exhaust her of her limited resources.

k. Limiting public access to the files.

l. Withholding memoranda of decisions and leaving the Alliance Entities' perplexed.

m. Conducting legal proceedings with egregious inconsideration to Yvonne Liebel's pro se representation and other limitations while inflicting upon her such pain, suffering, abuse, and shock, and depleting her of self esteem, self confidence, resources and faith in the Connecticut judicial system.

n. Causing the unlawful eviction of the Alliance Entities from their offices, and the possible execution of an unlawful foreclosure action on Yvonne Liebel's residence/Alliance Institute.

o. Tampering with the Plaintiffs' mail.

p. Issuing unlawful Eviction Execution Notice.

q. Applicable new counts for ethic violations in accordance with the laws of the State of Connecticut.

r. Applicable new counts for harassment in accordance with the laws of the State of Connecticut.

s. Applicable new counts for the destruction of Yvonne Liebel's personal and professional reputation.

t. Applicable new counts for the destruction of the Alliance Entities' personal and corporate missions.

u. Etc., etc. The number of violations and subsequent damage are too numerous to list at this time as they span over a period of several years.

8. In addition, the opposing parties on the other side of the Alliance Entities, where applicable to parties working alone or to parties working in concert with others, have resorted to abusive, dilatory and fraudulent tactics such as scheduling depositions; filing retaliatory and frivolous lawsuits; filing an unlawful eviction and an unlawful foreclosure; failing to mail copies of their pleadings to the Alliance Entities while presenting to the Court Certifications of Service; filing numerous pleadings and motions to the Court while appeal is pending to the Supreme Court of the United States, to bury Yvonne Liebel in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance in order to prevent her from properly prosecuting her Petition to the U.S. Supreme Court and defending the Alliance Entities' claims in on-going legal proceedings. By this conduct, the opposition has made it impossible for Yvonne Liebel to properly defend her property and claims and the rights of her corporations' interests and claims.

9. Yvonne Liebel and the Corporations do not have Connecticut counsel and Yvonne Liebel is not an attorney. Further, the Question of legal representation is now pending before the Supreme Court of the United States. The Waterbury Complex Litigation Docket's decision in related cases to non-suit Yvonne Liebel's corporations due to: not having zealous counsel to represent their claims; nor to allow Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Decisions rendered in this Court, effecting said cases, are also pending before the U.S. Supreme Court. Holding any Court hearings or rendering any Court decisions on significant matters such as foreclosure, eviction, and other actions, prepared by a cadre of New York/Connecticut attorneys, without proper notice and without counsel for the corporations, while the issue is before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results.

Dated at Danbury, Connecticut, October 14, 2002.

THE DEFENDANTS,
YVONNE LIEBEL; GENERAL HOMES, INC.;
THE ALLIANCE FOUNDATION, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____
Yvonne Liebel

8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
And
P.O. Box 1153, Ridgefield, CT 06877
Cell: 310-435-0769
Tel: 310-657-2771
Fax: 310-657-2731

Docket Number: CV 98 0333546 S

RENE HEINECKE	**: STATE OF CONNECTICUT**
VS.	**: DANBURY SUPERIOR COURT**
YVONNE LIEBEL	**: OCTOBER 14, 2002**

STATEMENT OF DEMAND

The amount, legal interest or property in demand is $15,000 or more, exclusive of interest and costs.

THE DEFENDANTS,
YVONNE LIEBEL; GENERAL HOMES, INC.;
THE ALLIANCE FOUNDATION, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
And
P.O. Box 1153, Ridgefield, CT 06877
Cell: 310-435-0769
Tel: 310-657-2771
Fax: 310-657-2731

APPENDIX R

Notices from the Danbury Superior Court and
Waterbury Superior Court Complex Litigation Docket, 10/15/02

The Courts' Clerks faxed the following notices to the Alliance Entities following their 10/13 and 10/14 filings:

Danbury Superior Court Notices in the cases of:

Washington Mutual Bank, F.A. v. Yvonne Liebel et al. – "Document exceeded 20 pages" (The Alliance Entities filed "Supplement to Counterclaims and Cross Claims" against Washington Mutual Bank, et al.)

Rene Heinecke v. Yvonne Liebel-"Document exceeded 20 pages" (The Alliance Entities filed "Counterclaims and Cross Claims" against Rene Heinecke, et al.)

Visiting Nurse Association v. The Alliance Foundation, Inc. "Documents returned, Judgment was entered" (The Alliance Entities filed "Counterclaims and Cross Claims" against the Visiting Nurse Association, Inc. et al.)

Waterbury Superior Court, Complex Litigation Docket Notices:

In the three (3) cases of Eugene Grant v. Alliance -
"Document exceeded 20 pages"
(The Alliance Entities filed "Counterclaims and Cross Claims" against Eugene Grant et al.)

Also see APPENDIX Z2

APPENDIX S

" Motion for Nonsuit" (By Defendant Eugene Grant) 10/16/02

X02 CV 01-0167482-S	:
YVONNE LIEBEL	: SUPERIOR COURT
PLAINTIFF,	: JUDICIAL DISTRICT OF WATERBURY
	: COMPLEX LITIGATION DOCKET
V.	:
EUGENE GRANT, ET AL.	:
DEFENDANT.	: OCTOBER 16, 2002

MOTION FOR NONSUIT

Pursuant to practice Book Sections 13-14, Defendant, Eugene M. Grant ("Grant"), hereby moves for entry of nonsuit against Plaintiff, Yvonne Liebel ("Liebel"), for her failure to appear for her scheduled deposition:

1. On October 2, 2002, Grant sent a Notice of Deposition to Liebel via certified mail, return receipt requested, to all known addresses of Liebel (Exhibits 1 and 3 attached hereto). The notice scheduled Yvonne Liebel's deposition for October 16, 2002 at 10:00 a.m. at the offices of Robinson & Cole LLP, 695 East Main Street, Stamford, Connecticut.

2. On October 2, 2002, Grant faxed the Notice of Deposition to Liebel at her last known fax numbers. Confirmation was received at one of those locations (Exhibit 2 attached hereto).

3. On October 3, 2002, the Notice of Deposition sent to Yvonne Liebel at P.O. Box 1153, Ridgefield, Connecticut was received and signed for by a Victor Anderson (Exhibit 4 attached hereto).

4. On October 2, 2002, a letter was also sent to Ms. Liebel with the Notice of Deposition and a document request informing her that we intend to proceed with her deposition on October 16, 2002 (Exhibit 5 attached hereto).

5. On October 15, 2002, we sent a message to Liebel via facsimile to her last known numbers and to the number of her attorney in Selma, Alabama confirming the deposition and asking if she needed directions to our office (Exhibit 6 attached hereto). We received no response.

6. Plaintiff, Yvonne Liebel, never contacted Defendant grant's counsel to request an adjournment of her deposition. Indeed, no communication of any kind was received from Ms. Liebel regarding her deposition.

7. Liebel failed to appear for her October 16, 2002 deposition.

WHEREFORE Defendant, Eugene Grant, respectfully request that a nonsuit be entered against Plaintiff, Yvonne Liebel, for her failure to appear for her scheduled deposition.

DEFENDANT
EUGENE GRANT

By_____
/S/Joseph L. Clasen
Thomas J. Donlon
Robinson & Cole LLP
695 East Main Street
Financial Centre
P.O. Box 10305
Stamford, CT 06904-2305
Telephone: (203) 462-7500
Fax: (203) 462-7599
Juris No. 101121

APPENDIX T

Marking "Off" short calendar hearing on Motions for Continuance and to Stay v. Washington Mutual Bank, F.A. (By the Alliance Entities) 10/17/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 17, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 2 pages including cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: Washington Mutual Bank, F.A vs. Yvonne Liebel, Et al. No. CV-02-0346367
Marking "off" short calendar hearing scheduled for 10/21/02

Dear Robin:

Please mark "off" the Defendants' Yvonne Liebel and General Homes, Inc.'s following motions, scheduled for October 21, 2002, at 9:30 A.M.

111.00 Motion for Stay N/A
113.00 Motion for Continuance N/A

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Representative: General Homes, Inc.; DTL-USA, Inc.; Alliance Foundation, Inc.; Alliance Capital, Inc. Alliance International Development Corp.

Cc: Jennifer R. Simbosky
Reiner, Reiner & Bendett, P.C.
160 Farmington Avenue

Farmington, CT 06032
(860) 677-2868
Juris No. 102892

APPENDIX U

"Plaintiffs' Objection to Defendant's Motion for Stay", and
"Plaintiff Objection to Defendant's Motion for Continuance"
(By Washington Mutual F.A.) 10/17/02

DOCKET NO. CV 02-0346367-S	:	SUPERIOR COURT
WASHINGTON MUTUAL BANK, INC.	:	J.D. OF DANBURY
VS.	:	AT DANBURY
LIEBEL, YVONNE, ET AL.	:	OCTOBER 17, 2002

PLAINTIFF'S OBJECTION TO DEFENDANT'S MOTION FOR STAY

The Plaintiff, Washington Mutual Bank, F.S.B., hereby respectfully objects to the Motion for Stay, filed October 7, 2002, (JSNO-No.111.00), by Defendant Yvonne Liebel, as follows:

1. The Defendant seeks a stay because she claims not to have received any of the Plaintiff's pleadings. To the extent that it is true that she did not receive certain motions it was only because the Plaintiff complied with the Practice Book requirements and certified its motions and pleadings according to the appearances reflected on the Court's computerized docket.

2. The Plaintiff, however, has further mailed a copy of each pleading and motion it has filed to the Defendant at each of her addresses, as now reflected on the Court's docket.

NOTICE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE

ORAL ARGUMENT REQUESTED
TESTIMONY NOT REQUIRED

3. The Defendant has already received the two week extension she has requested.

4. The Defendant alternatively requests that the Court stay this foreclosure until after the Supreme Court has considered her Petition for Certiorari which was filed in certain unrelated cases. This court previously denied the Defendant's Motion to Consolidate this action with the action as to which she filed the Petition for Certiorari. Therefore, whether or not the United States Supreme Court grants certiorari as to other cases is irrelevant and should not delay this foreclosure action. As the Appellate Court observed in Suffield Bank v. Berman, 25 Conn. App. 369, 373 (1991), the Practice Book procedures are to allow "foreclosure cases to move as swiftly as possible through our court system." Therefore, it would run counter to the purpose and provisions of the practice Book to unnecessarily delay this foreclosure action.

5. The Plaintiff notes that the Defendant concurrently filed a pleading in this action; therefore, she can claim no prejudice of the Plaintiff pursues this foreclosure action. She should not be allowed to litigate and seek delays at the same time.

6. The Defendant does not dispute in her pleading that she borrowed $1,925,000.00 from the Plaintiff, executed and delivered a promissory note to the plaintiff for this loan, and gave the plaintiff a mortgage securing the indebtedness, nor does the defendant deny that the loan is in default and has been in default for non-payment of the monthly installments due on March 1, 2002, and thereafter, until the Plaintiff exercised it right to accelerate the indebtedness by

bringing this action. Equity favors allowing the Plaintiff to pursue this foreclosure action to seek recourse to the security for this debt.

For all of these reasons, the Court should deny the Defendant's Motion for Stay.

THE PLAINTIFF,

By_____
/S/ David F. Borino
REINER, REINER & BENDETT, P.C.
ITS ATTORNEYS

ORDER

The above objection having been duly considered, it is hereby ordered that it be (Granted/denied)

BY THE COURT

DATED:

_____
JUDGE/CLERK

CERTIFICATION

I hereby certify that a copy of the forgoing was hereby mailed postage prepaid paid to all counsel of record and pro se parties of record on October 17, 2002.

Yvonne Liebel
P. O. Box 1153
Ridgefield, CT 06877
Nancy Esposito, Esq.
Eight Fairfield terrace
Norwalk, CT 06851

Yvonne Liebel
8913 Olympic Boulevard, Suite 101
Beverly Hills, CA 90211

/S/_____
David F. Borrino
Commissioner of the Superior Court

DOCKET NO. CV 02-0346367-S	:	SUPERIOR COURT
WASHINGTON MUTUAL BANK, INC.	:	J.D. OF DANBURY
VS.	:	AT DANBURY
LIEBEL, YVONNE, ET AL.	:	OCTOBER 17, 2002

PLAINTIFF'S OBJECTION TO DEFENDANT'S MOTION FOR CONTINUANCE

The Plaintiff, Washington Mutual Bank, F.S.B., hereby respectfully objects to the Motion for Continuance, filed October 7, 2002, (JSNO-No.113.00), by Defendant Yvonne Liebel, as follows:

1. The Defendant seeks a continuance because she claims not to have received any of the Plaintiff's pleadings. To the extent that it is true that she did not receive certain motions it was only because

the Plaintiff complied with the Practice Book requirements and certified its motions and pleadings according to the appearances reflected on the Court's computerized docket.

2. The Plaintiff, however, has further mailed a copy of each pleading and motion it has filed to the Defendant at each of her addresses, as now reflected on the Court's docket.

NOTICE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE

ORAL ARGUMENT REQUESTED
TESTIMONY NOT REQUIRED

3. The Defendant has already received the two week extension she has requested.

4. The Defendant alternatively requests that the Court continue this foreclosure until after the Supreme Court has considered her petition for certiorari which was filed in certain unrelated cases. This court previously denied the Defendant's Motion to Consolidate this action with the action as to which she filed the Petition for Certiorari. Therefore, whether or not the United States Supreme Court grants certiorari as to other cases is irrelevant and should not delay this foreclosure action. As the Appellate Court observed in Suffield Bank v. Berman, 25 Conn. App. 369, 373 (1991), the Practice Book procedures are to allow "foreclosure cases to move as swiftly as possible through our court system." Therefore, it would run counter to the purpose and provisions of the practice Book to unnecessarily delay this foreclosure action.

5. The Plaintiff notes that the Defendant concurrently filed a pleading in this action; therefore, she can claim no prejudice of the Plaintiff pursues this foreclosure action. She should not be allowed to litigate and seek delays at the same time.

6. The Defendant does not dispute in her pleading that she borrowed $1,925,000.00 from the Plaintiff, executed and delivered a promissory note to the plaintiff for this loan, and gave the plaintiff a mortgage securing the indebtedness, nor does the defendant deny that the loan is in default and has been in default for non-payment of the monthly installments due on March 1, 2002, and thereafter, until the Plaintiff exercised it right to accelerate the indebtedness by bringing this action. Equity favors allowing the Plaintiff to pursue this foreclosure action to seek recourse to the security for this debt.

For all of these reasons, the Court should deny the Defendant's Motion for Extension of Time.

THE PLAINTIFF,

By_____
/S/ David F. Borino
REINER, REINER & BENDETT, P.C.
ITS ATTORNEYS

ORDER

The above objection having been duly considered, it is hereby ordered that it be (Granted/denied)

BY THE COURT

DATED:

_____
JUDGE/CLERK

CERTIFICATION

I hereby certify that a copy of the forgoing was hereby mailed postage prepaid paid to all counsel of record and pro se parties of record on October 17, 2002.

Yvonne Liebel
P. O. Box 1153
Ridgefield, CT 06877

Nancy Esposito, Esq.
Eight Fairfield terrace
Norwalk, CT 06851

Yvonne Liebel
8913 Olympic Boulevard, Suite 101
Beverly Hills, CA 90211

/S/_____
David F. Borrino
Commissioner of the Superior Court

APPENDIX V

"Plaintiffs' Response to Defendant Eugene Grant's Motion for Nonsuit, Notice for Deposition, and Requests for Documents" (By the Alliance Entities) 10/18/02

Docket Numbers: (X02) CV-01-0167482

THE ALLIANCE FOUNDATION, INC. YVONNE LIEBEL; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; GENERAL HOMES, INC.	:	STATE OF CONNECTICUT
	:	WATERBURY SUPERIOR COURT
VS.	:	COMPLEX LITIGATION DOCKET
EUGENE GRANT; ROBERT NAGRO; RICHARD SOLOMON; WEIL, GOTSHAL AND MANGES, LLP; MARK HOENIG; DAVID STONE; RIDGEFIELD BANK; REYNOLDS AND ROWELLA LLP; BRIDGE TO BROTHERHOOD, INC.; IRA MILSTEIN; MARVIN JACOB; PRICEWATERHOUSECOOPERS LLP/ /KESSELMAN AND KESSELMAN LLP.	:	OCTOBER 18, 2002

PLAINTIFFS RESPONSE TO DEFENDANT EUGENE GRANT'S MOTION FOR NONSUIT, NOTICE OF DEPOSITION, AND REQUESTS FOR DOCUMENTS

The Plaintiffs, YVONNE LIEBEL; THE ALLIANCE FOUNDATION, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; AND GENERAL HOMES, INC. (the "Alliance Entities") in the above-docketed case present before this Honorable Court this "Plaintiffs Response to Defendant Eugene Grant' Motion for Nonsuit, Notice of Deposition, and Requests for Documents".

ORAL ARGUMENT NOT REQUESTED
TESTIMONY NOT REQUIRED

The Plaintiffs now show unto the Court as follows:

1.The above-docketed case is before this Honorable Court.

2.The Alliance Entities are directly and/or indirectly implicated in all Counts in their Third Amended Complaint filed in the Danbury Superior Court on October 24, 2000, and now pending before this Court.

3.Defendant Eugene Grant filed his "Motion for Nonsuit" for failure to appear to his scheduled deposition on October 16, 2002, on October 16, 2002.

4.Yvonne Liebel has been denied zealous counsel by the Defendants, and therefore has been filing all pleadings pro se and as a representative of her own corporations. Yvonne Liebel is not an attorney.

5.On July 31, 2002 Yvonne Liebel filed a "Motion to Consolidate" the above-docketed matter with seven (7) related pending matters, as she has done countless times before. On August 19, 2002, her Motion was denied. This resulted in Yvonne Liebel having to prepare separate pleadings in each pending case.

6.Yvonne Liebel prepared said pleadings without the assistance of Connecticut counsel, or any other counsel. Although there are eight (8) related actions pending in the Danbury and the Waterbury Complex Litigation Docket, and Yvonne Liebel manages them alone, she always copies all opposing counsel; pro se parties; and the Judiciary. The copying process in itself is a significant undertaking as it involves copies to approximately 15 parties in each case.

7.Yvonne Liebel presents before this Honorable Court that the schedule of legal proceedings just prior to October 2, 2002, the date the Defendant, Eugene Grant filed his Request for Deposition and Requests for Documents, and October 16, 2002, the date of the Deposition, prevented her from responding to the Defendant, Eugene Grant' documents nor attend his deposition.

8. The following is Yvonne Liebel's schedule of legal proceedings between September 24, 2002 and October 16, 2002:

a. On September 24, 2002, when Yvonne Liebel did not receive notices from the Court on her pending Motions to Stay filed on August 29, 2002, she filed a second Motion to Stay, pending a U.S. Supreme Court decision in her cases. One of the Questions before the Court is Yvonne Liebel's representation of her corporations resulting from denied counsel. The Writ was filed by Yvonne Liebel on July 2, 2002, and amended on September 14, 2002.

b. On Thursday, September 26, 2002, Yvonne Liebel filed with this Court (Schuman, J.) a Motion for Continuance with regard to a September 30, 2002 hearing on the Defendants' Motions to Strike for the following compelling reasons: a. being in Alabama and focusing on issues concerning her Petition to the U.S. Supreme Court; b. Unable to respond to the extensive motions to strike, due an unreasonable time limitations resulting from Court mailing errors; and c. not having Connecticut Counsel; She wrote: "The Waterbury Complex Litigation Docket's decision (Sheldon, J.), dated June 27, 2002 to non-suit the corporate Plaintiffs due to not having zealous counsel to represent their claims; nor to allow the Plaintiff, Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Holding a hearing on Motions to Strike prepared by a cadre of New York/Connecticut attorneys

without proper notice and without counsel for the corporations, while the issue of representation in said cases is pending before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results."

c. On Friday, September 26, 2002, Hon. Schuman, J. denied Yvonne Liebel's Motion for Continuance. She received the Notice on September 27, 2002.

d. Immediately following receipt of the Court's Order, on September 27, Yvonne Liebel, frantically, began drafting a Motion for Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike, to the best of her ability.

e. On Sunday night, September 29, 2002, at 9:53 P.M., upon completion, Yvonne Liebel faxed from Birmingham, Alabama to this Court her "Motion for Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike". It wasn't humanly possible for her to physically attend the September 30th, Monday morning hearing. The Motion for leave to Amend asked the Court to amend the Complaint to include new defendants in the above docketed-case and add all Plaintiffs in the Third Amended Complaint to all causes of actions.

f. On Monday, September 30, 2002, Court Officer Melanie Dillon faxed a message to Yvonne Liebel, that the Court's fax cover sheet must be attached to her pleadings or they will be discarded, although Yvonne Liebel faxed a detailed cover page with her pleading (this is the first time in over a year of communications that Yvonne Liebel received such instructions from this Court.)

g. On October 1, 2002, Yvonne Liebel re-faxed the September 24; September 26; and the September 29 pleadings, with

the Court's fax cover page. It took several hours to refax the extensive pleadings in each of the cases.

h. On October 2, 2002, Yvonne Liebel received by fax the Defendant's Eugene Grant's pages of "Request for Production of Documents to Plaintiff Yvonne Liebel" and "Notice of Deposition" for October 16, 2002.

i. On Thursday, October 3, 2002, Yvonne Liebel called Melanie Dillon to find out about the outcome of the hearing on Monday, September 30, following the Court's receipt of her "Motion to Leave to Amend and Response to the Defendants' Motions to Strike". Shocked beyond words, Yvonne Liebel heard officer Dillon say that the Court (Schuman, J.) held the hearing on the Defendants' Motions to Strike on Friday, September 27, 2002. Yvonne Liebel felt ill. It became crystal clear that the Court predated the hearing, or misled her about the date of the hearing in order to avoid her defense against the Defendants' Motions to Strike.

j. On October 3, 2002, the Danbury Court Clerk informed Yvonne Liebel, that on Monday, October 7, 2002, at 9:30 A.M. the Court was scheduled to rule in a short calendar hearing on a "Motion for Judgment of Strict Foreclosure" and "Finding of Entitlement to Possession" of her home. Yvonne Liebel had no knowledge of said hearing, as she did not receive a copy of Washington Mutual Bank's pleading, nor a notice from the Court.

k. Under extreme duress, time and financial constraints, Yvonne Liebel filed on Friday night, October 4, a Motion for Continuance.

l. On Saturday night, October 5, 2002, Yvonne Liebel, angered for not knowing about the hearing, and fearful and anxious by the Bank and the Court's conduct with regard to her home, filed "Counterclaims and Cross Claims" against the Bank, implicating the

Defendants in the above-docketed matter, and the State of Connecticut Judiciary.

m. On Sunday, October 6, 2002, Yvonne Liebel boarded a flight from Birmingham, Alabama to Hartford, Connecticut to attend the foreclosure hearing.

n. On Monday morning, October 7, 2002, Yvonne Liebel was present at the Danbury Superior Court. (The extreme stress Yvonne Liebel was under in the past few days, due to the Defendants and the Courts' conduct and abuse, caused her severe laryngitis and chest cold to a point she could barely speak. She remained very ill for the next several days.) At the very last minute at the hearing, in a surprise move, the Bank marked "off" the hearing, making her Motion for Continuance, moot (she found out yesterday that her Motion for Continuance and Motion to Stay were scheduled on the short calendar for October 21, 2002. She'll mark them "off").

o. Yvonne Liebel asked the Danbury Court Clerk to copy all pleadings and Court rulings in the Foreclosure file. On October 8, 2002, Yvonne Liebel picked up copies of the file and transcript from the October 7, hearing.

p. On October 9, Court Officer Melanie Dillon faxed to Yvonne Liebel, the Court (Schuman, J.) ruling on the Motions to Strike.

q. Immediately following receipt of the October 9, Order, Yvonne Liebel began drafting, to the best of her ability, defenses in the above-docketed case and in all related actions.

r. On October 13, 2002, Yvonne Liebel filed by fax, in the Danbury Superior Court supplement to her October 5, 2002 "Counterclaims and Cross Claims" in the foreclosure matter, further implicating the Bank, new defendants and this Honorable Court. The "Supplement to Counterclaims and Cross Claims" was a 36

Page document and was also faxed to this Court. Cover page and fax cover pages were included.

s. On October 14, 2002, Yvonne Liebel filed in both the Danbury Superior Court and this Court with cover pages and fax cover pages the following documents: Counterclaims and Cross Claims in the Rene Heinecke v. Yvonne Liebel (15 pages); Counterclaims and Cross Claims in the Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. (15 pages); Counterclaims and Cross Claims in the Eugene Grant v. The Alliance Foundation, Inc.(40 pages); Counterclaims and Cross Claims in the Eugene Grant v. Alliance Capital, Inc.(40 pages); and Counterclaims and Cross Claims in the Eugene Grant v. Alliance capital, Inc. (40 pages).

t. On Tuesday, October 15, 2002, the day after the Columbus Day holiday, Yvonne Liebel received a fax from the Danbury and the Waterbury Complex Litigation Docket that her fax documents did not get filed as they exceeded 20 pages.

u. On October 16, 2002, the day of the Deposition, copies of all six pleadings that were filed by fax at the Danbury Superior Court and the Waterbury Complex Litigation Docket on October 13 and 14, 2002, were Express-Mailed to all parties, including all Courts (totaling over 4000 pages) (See Exhibit A, Express Mail receipts dated October 16, 2002). Cost of printing and mailing exceeded $500.

9. The Defendant, Eugene Grant and all opposing parties on the other side of Yvonne Liebel and her Corporations, whether parties working alone or in concert with others, have resorted to abusive, dilatory and fraudulent tactics such as: depriving Yvonne Liebel and her corporations of Connecticut counsel, forcing her to represent herself and her corporations to their detriment; scheduling untimely depositions; filing retaliatory and frivolous lawsuits; filing an unlawful eviction and an unlawful foreclosure;

failing to mail copies of their pleadings to the Alliance Entities while presenting to the Court Certifications of Service; filing numerous pleadings and motions to the Court while appeal is pending to the Supreme Court of the United States, to bury Yvonne Liebel in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance in order to prevent her from properly prosecuting her Petition to the U.S. Supreme Court. By this conduct, the opposition has made it impossible for Yvonne Liebel to properly prosecute/defend her claims and her corporations' in on-going legal proceedings in the Connecticut Courts.

10.Yvonne Liebel and her corporations filed countless pleadings and exhibits with the Courts (see list below), including a Third Amended Complaint that provided detailed testimony and hundreds of pages of evidence to support the Plaintiffs' allegations in the Complaint. Yvonne Liebel's major reason for this unorthodox submission of evidence was her concern that not being an attorney, and not having zealous counsel to represent her and the corporations, her pleadings would be insufficient. The evidence was to compensate for any deficiencies in her pleadings.

11.The Defendant, Eugene Grant, like the rest of the Defendants, did not yet answer the Complaint filed in 2000, or acknowledge any of the exhibits. The only documents Defendant Grant was able to produce as evidence were fraudulent notes against Alliance Capital, Inc. that did not contain signatures by the corporation.

12. Further, Yvonne Liebel's testimony in transcripts was often "loaded" with errors (E.g. Stamford Complex Litigation Docket, November 15, 2000 hearing, Hon. Tierney, J. Presiding. Tierney J. was willing to correct only 18 of his 21 Court errors in a single transcript, and only after Yvonne Liebel filed a Motion for Rectification. Following this fiasco, Yvonne Liebel requested a tape-recorder in the Courtroom, which Tierney J. denied. Too many such examples exist to list in this document, however, details of this

incident can be found in the first Petition for Writ of Certiorari filed in July 2001. See documents listed below.)

13.The thousands of pages that Yvonne Liebel prepared and filed since she commenced the action against the Defendant, Eugene Grant and others, clearly detail what Yvonne Liebel knows, or what she thinks she knows, based on what was disclosed to her by the Defendants. However, her knowledge is still very limited as to what the Defendants actually did with her corporations and their assets, as their actions stem from a conspiracy that weaved an unprecedented web of individuals and entities that took part in her corporations' destruction, as she knew them.

14. Considering that Yvonne Liebel does not have a trustworthy attorney; that any testimony given alone in the presence of Defendant Eugene Grant's attorneys will be tampered with; that this litigation is unique in its scope of the crimes committed and the individuals and entities involved; that Yvonne Liebel told her story to a point of exhaustion supported by endless pieces of evidence; and that the Defendant, Eugene Grant did not yet answer any of the Alliance Entities' pleadings, Yvonne Liebel and her corporations refuse to be further subjected to conventional discovery methods i.e. further requests for documents, depositions, and/or interrogatories, until such time that the Defendants fully respond to the Plaintiffs' testimony and evidence already presented in the Courts.

15.The only method of deposition that will be agreeable to Yvonne Liebel and her corporations is a written deposition. Any questions remaining for Defendant, Eugene Grant may be presented in writing, with a copy to the Court. Yvonne Liebel will not sit alone with Defendant, Eugene Grant' lawyers, unprotected by counsel.

16.Although Eugene Grant is a "very elderly gentleman", as his counsel likes to put it, Yvonne Liebel advises him that it is not to late to start dealing with the truth. Defendant Eugene Grant should make every effort to resolve this matter by letting Yvonne Liebel

know exactly what was done to and with her corporations and their assets, including The Alliance Foundation, Inc.'s IRS private letter tax rulings, in order to halt this rampant, infectious corruption and begin the healing process.

17. The Plaintiffs, Yvonne Liebel and her Corporations, incorporate by reference herein, the following documents:

i. Third Amended Complaint filed on October 24, 2000 at the Danbury Superior Court at Danbury, Connecticut.

ii. Motion to Consolidate the above-docketed case with all pending related cases at the Danbury Superior Court and the Waterbury Superior Court, Complex Litigation Docket filed in this Court by the Alliance Entities on July 31, 2002 (Danbury: CV 00 0338142 S; SP02-10636; CV 98 0333546 S; CV 02 0346367 S. Waterbury: (X02) CV-01-0167482; (X02) CV-01-0167556; (X02) CV-01-0167457; (X02) CV-01-0167458.

iii. "Motion for Leave to Amend Third Amended Complaint and Response to the Defendants Motions to Strike" filed by the Alliance Entities on September 29, 2002 in the Waterbury Superior Court, Complex Litigation Docket;

iv. All pleadings filed in all cases and in all Courts including the two appeals and Brief filed in the Connecticut Appellate/Supreme Court beginning November 2000;

v. Two Petitions for Writ of Certiorari filed with the Supreme Court of the United States: Petition No. 01-158 filed on July 31, 2001, and 3 volume Petition No. 02-431 filed on July 2, 2002;

vi. Counterclaims and Cross Claims filed on October 5, 2002, and Supplement to Counterclaims and Cross Claims filed on October 13, 2002 by the Alliance Entities in the matter of

Washington Mutual Bank F.A. v. Yvonne Liebel and General Homes, Inc. et al, at the Danbury Superior Court and this Court;

vii. Counterclaims and Cross Claims in the three (3) matters of Eugene Grant v. The Alliance Foundation, Inc. and Alliance Capital, Inc., filed by the Alliance Entities on October 13, 2002 at the Danbury Superior Court and this Court.

viii. Counterclaims and Cross Claims filed by the Alliance Entities in the matter of The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. filed on October 13, 2002 at the Danbury Superior Court.

ix. Counterclaims and Cross Claims filed by the Alliance Entities in the matter of Rene Heinecke v. Yvonne Liebel, filed on October 13, 2002 at the Danbury Superior Court.

WHEREFORE, The Alliance Entities, pray this Court will deny the Defendant, Eugene Grant's Motion for Nonsuit, as the Plaintiff, Yvonne Liebel was physically unable to respond or attend the Defendant's deposition; Pray this Court shall order the Defendant, Eugene Grant to answer the Third Amended Complaint with its voluminous evidence; and Pray the Court shall not force Yvonne Liebel into a lone deposition with the Defendants' counsel.

Respectfully submitted,

/S/_____

Yvonne Liebel
The Alliance Foundation, Inc.

Alliance International Development Corp.
Alliance Capital, Inc.
General, Homes, Inc.
DTL-USA, Inc.
(The "Alliance Entities")

APPENDIX W
"Motion for Continuance" (By the Alliance Entities)
10/18/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 18, 2002

Via Fax: (203) 236-8234 (cover plus 7 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8234
Complex Litigation Docket,
400 Grand Street
Waterbury, CT 06702 (Att. Melanie Dillon/ Hon. Schuman, J./Hon. Sheldon, J.)

Re: The Alliance Foundation, Inc. et al vs. Eugene Grant et al No. (X02) CV-01-0167482

Motion for Continuance, on amending Third Amended Complaint

Dear Sir/Madam:

Faxed please find for filing the plaintiffs' Motion for Continuance on filing an Amended Third Amended Complaint, pursuant to the Court's Order (Hon. Schuman, J.) of October 9, 2002, to amend said Complaint by October 24, 2002. Order was rendered following a hearing dated September 27/30, 2002, on Motions to Strike, filed by the Defendants, Eugene Grant, Robert Nagro, and Richard Solomon on July 16, 2002, and Defendants, Weil, Gotshal and Manges, LLP, Mark Hoenig, and David Stone, on August 15, 2002. Plaintiffs were not present at said hearing.

Considering the serious nature of the circumstances stated in pleadings filed by the plaintiffs in the above-docketed case, and in their Counterclaims and Cross Claims filed in related cases, the pro se plaintiffs request a 60 day continuance, or until Monday, December 9, 2002, to further study their recourse and/or secure Connecticut counsel to protect their claims in this matter.

Thank you for your time and attention.

Very truly yours,

/S/
Yvonne Liebel, pro se,
Shareholder, Founder and CEO:
The Alliance Foundation, Inc.; DTL-USA, Inc.
Alliance Capital, Inc.; General Homes, Inc.;
Alliance International Development, Inc.

CC: per Certification page

Docket Numbers: (X02) CV-01-0167482

THE ALLIANCE FOUNDATION, INC. YVONNE LIEBEL; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; GENERAL HOMES, INC.	:	STATE OF CONNECTICUT
	:	WATERBURY SUPERIOR COURT
VS.	:	COMPLEX LITIGATION DOCKET
EUGENE GRANT; ROBERT NAGRO; RICHARD SOLOMON; WEIL, GOTSHAL AND MANGES, LLP; MARK HOENIG; DAVID STONE; RIDGEFIELD BANK; REYNOLDS AND ROWELLA LLP; BRIDGE TO BROTHERHOOD, INC.; IRA MILSTEIN; MARVIN JACOB; PRICEWATERHOUSECOOPERS LLP/ /KESSELMAN AND KESSELMAN LLP.	:	OCTOBER 18, 2002

MOTION FOR CONTINUANCE

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed case and presents this Motion for Continuance, and shows unto the Court as follows:

1. The above-docketed case is before this Honorable Court.

2. Yvonne Liebel and her corporations are implicated in all 28 counts of their Third Amended Complaint. Yvonne Liebel prosecutes on behalf of herself and/or her corporations in this matter.

3. On October 9, 2002, the Court (Hon. Schuman, J.) issued an Order to strike certain Counts from said Third Amended Complaint, following a hearing on Motions to Strike filed by the Defendants, Eugene Grant, Robert Nagro, and Richard Solomon on July 16, 2002, and Defendants, Weil, Gotshal and Manges, LLP, Mark Hoenig, and David Stone, on August 15, 2002. Plaintiffs were not present at said hearing.

4. Prior to the hearing, numerous Motions to Stay and a Motion for Continuance were filed by the pro se Plaintiffs, all of which were denied by the Court.

5. Therefore, the Plaintiffs filed a last minute response to the Defendants' Motions to Strike.

6. The Court's stated hearing date of September 27, 2002 and circumstances surrounding said hearing, and the Court's conduct, are contested by the Plaintiffs.

7. Subsequently, the Plaintiffs filed a Supplement to Counterclaims and Cross Claims, and Counterclaims and Cross Claims, in related matters, implicating the Court.

8. On October 9, 2002, the Court ordered the Plaintiffs to amend their Third Amended Complaint within fifteen (15) days of said order or by October 24, 2002.

9. Considering the serious nature of the allegations stated in pleadings filed by the Plaintiffs in the above-docketed case, and in related cases, the pro se Plaintiffs request a 60 day continuance, or until Monday, December 9, 2002, to further study their recourse and/or attempt to secure Connecticut counsel to protect their claims in this matter.

WHEREFORE, Yvonne Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development, Corp.; DTL-USA, Inc.; and General homes, Inc. pray the Court to grant them their Motion for Continuance in said case until December 9, 2002, to allow them to further study their recourse and/or secure Connecticut counsel to protect their claims in this matter.

Respectfully submitted,

/S/_____

Yvonne Liebel, et al.

ORDER

_____

The Court (Hon. Schuman, J.)

CERTIFICATE OF SERVICE

This is to certify that I have on the 18th day of October 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon all parties listed on the 2 attached certification pages.

APPENDIX X

"Defendant's Opposition to Motion for Continuance"
(By Eugene Grant) 10/22/02

X02 CV 01-0167482-S	:	
YVONNE LIEBEL	:	SUPERIOR COURT
PLAINTIFF,	:	JUDICIAL DISTRICT OF WATERBURY
	:	COMPLEX LITIGATION DOCKET
V.	:	
EUGENE GRANT, ET AL.	:	
	:	OCTOBER 22, 2002
DEFENDANTS.		

DEFENDANT'S OPPOSITION TO MOTION FOR CONTINUANCE

Pursuant to Practice Book Section 11-1, Defendant , Eugene M. Grant ("Grant"), hereby submits the following response in opposition to the motion of plaintiff, Yvonne Liebel ("Liebel"), for a continuance of time in which to file a further amended complaint. For the past two years Liebel has delayed this proceeding with meritless motions and multiple improper interlocutory appeals. Further delay at this time is unacceptable. The motion should be denied.

The third amended complaint in this matter was served on or about October 29, 2000. Following the first series of improper interlocutory appeals, and the withdrawal of three plaintiffs' counsel, Grant filed a motion for nonsuit of the former corporate plaintiffs on December 17, 2001. As a result of Liebel's improper and dilatory tactics, that motion was not finally ruled on until June 27, 2002. All corporate plaintiffs were nonsuited by that decision. (Footnote: Nonetheless, Liebel purports to bring the present motion on the part

of corporations who have not been parties for months whom it has been definitively established she could not represent anyway.)

On July 16, 2002, Grant filed a motion to strike. By this Court's order of October 8, 2002 Grant's motion was granted in part. (Footnote: This Court's Order also granted the motions of other defendants to strike counts in the Third amended Complaint which did not involve Grant.). In accordance with practice Book Section 10-44, this Court gave Liebel fifteen days to submit a substitute pleading. Although the issues and need to amend the complaint have been on the record for three months, Liebel now seeks a further delay of sixty (60) days.

This is just another attempt by Liebel to drag out this process to the prejudice of Grant. At each step of the way Grant has abided by the procedural requirements and attempted to move this case to a final resolution. Liebel on the other hand has ignored basic procedural requirements and constantly sought delay. For example prior to the hearing on the motion to strike Liebel filed two motions for stay and a separate request for continuance. In the interim, Liebel attempted to file an amendment to counts of the Third Amended Complaint that had already been dismissed and to add totally improper parties including the State of Connecticut.

Liebel' motion gives no reason for a continuance this time, except to raise once again the phantom that she may attempt to obtain counsel. In the course of considering the issue of corporate representation, Judge Sheldon gave Liebel three separate extensions to obtain counsel totaling over five months but she never did. It is totally unfair for the false claims against Grant to be allowed to linger while Liebel goes through the same charade once more. (Footnote: Further Liebel has regularly told every court up through the U.S. Supreme Court that only she can properly represent her interests, as she has done pro se since the case began.) Liebel should either file a timely substituted pleading in accordance with the

Practice Book and this Court's order, or permit the case to continue on the remaining allegations of the existing Third Amended Complaint.

WHEREFORE Defendant Eugene Grant, respectfully requests this Court to deny Plaintiff, Yvonne Liebel's motion for continuance of the time for filing a substitute pleading.

DEFENDANT
EUGENE GRANT

By _____

Joseph L. Clasen
/S/ Thomas J. Donlon
Robinson & Cole LLP
695 East Main Street
Financial Centre
P. O. Box 10305
Stamford, CT 06904-2305
Telephone: (203) 462-7500
Fax: (203) 462-7599
Juris No. 101121

APPENDIX Y

"Defendant's Reply to Plaintiff's Response to Motion for Nonsuit"
(By Eugene Grant) 10/22/02

X02 CV 01-0167482-S	:	
YVONNE LIEBEL	:	SUPERIOR COURT
PLAINTIFF,	:	JUDICIAL DISTRICT OF WATERBURY
	:	COMPLEX LITIGATION DOCKET
V.	:	
EUGENE GRANT, ET AL.	:	
	:	OCTOBER 22, 2002
DEFENDANTS.		

DEFENDANT'S REPLY TO PLAINTIFF'S RESPONSE TO MOTION FOR NONSUIT

Defendant Eugene M. Grant ("Grant") hereby submits this reply to the response of plaintiff Yvonne Liebel ("Liebel"), dated October 18, 2002, to the Motion for Nonsuit.

1. The motion for nonsuit was based upon Liebel's failure to appear on October 16, 2002 for her deposition in this matter after proper notice.

2. Liebel in her response admits that she received the notice of deposition on October 2, 2002, two weeks before the deposition. See Plaintiff's response, Page 8(h).

3. Liebel does no deny that a certified mail copy of the Notice of Deposition was signed for on her behalf.

4. Liebel does not deny that a follow up letter was sent to her by facsimile on October 15, 2002 confirming the time and place of the deposition.

5. Liebel does not deny that she failed to even attempt to contact

defense counsel prior to her refusal to appear at the deposition.

6. Liebel admits (See Plaintiff's response, Page 8 (s)) that on October 14, 2002 she attempted to file pleadings with this court in matters other than the present case, contrary to this Court's order of October 8, 2002. See copy of order attached.

7. Liebel states specifically that, not only was her refusal to appear at her scheduled deposition intentional, but also that she will refuse to appear at any other deposition, or participate in any discovery: "Yvonne Liebel and her corporations refuse to be further subjected to conventional discovery methods i.e. further requests for production, depositions and/or interrogatories" See plaintiff's response, Page 14.

8. Grant served a Request for Production of Documents on Liebel on October 2, 2002. A response is due November 1, 2002. Liebel's statement in page 14 of her Response demonstrates she will refuse to answer this discovery also.

9. A party to an action, particularly the plaintiff, may not categorically refuse to participate in her own deposition, nor to attempt to determine which methods of discovery, permitted under the Practice Book, an opposing party may utilize.

10. Liebel's response demonstrates that she has committed flagrant violations of the rules of discovery and will abide by the rules in the future.

11. In these circumstances, entry of non-suit is the only viable sanction.

WHEREFORE Defendant Eugene Grant, respectfully requests that a nonsuit be entered against Plaintiff, Yvonne Liebel, for failure to appear for her scheduled deposition and her refusal to participate in discovery in the future.

DEFENDANT
EUGENE GRANT

By _____
Joseph L. Clasen
/S/ Thomas J. Donlon
Robinson & Cole LLP
695 East Main Street
Financial Centre
P. O. Box 10305
Stamford, CT 06904-2305
Telephone: (203) 462-7500
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Juris No. 101121

APPENDIX Z

"Defendant's Amended Reply to Plaintiff's Response to Motion for Nonsuit" (By Eugene Grant) 10/30/02

X02 CV 01-0167482-S	:	
YVONNE LIEBEL	:	SUPERIOR COURT
PLAINTIFF,	:	JUDICIAL DISTRICT OF WATERBURY
	:	COMPLEX LITIGATION DOCKET
V.	:	
EUGENE GRANT, ET AL.	:	
	:	OCTOBER 30, 2002
DEFENDANTS.		

DEFENDANT'S AMENDED REPLY TO PLAINTIFF'S RESPONSE

TO MOTION FOR NONSUIT

Defendant Eugene M. Grant ("Grant") hereby submits this reply to the response of plaintiff Yvonne Liebel ("Liebel"), dated October 18, 2002, to the Motion for Nonsuit.

1. The motion for nonsuit was based upon Liebel's failure to appear on October 16, 2002 for her deposition in this matter after proper notice.

2. Liebel, in her response, admits that she received the notice of deposition on October 2, 2002, two weeks before the deposition. See Plaintiff's response, Page 8(h).

3. Liebel does no deny that a certified mail copy of the Notice of Deposition was signed for on her behalf.

4. Liebel does not deny that a follow up letter was sent to her by facsimile on October 15, 2002 confirming the time and place of the deposition.

5. Liebel does not deny that she failed to even attempt to contact defense counsel prior to her refusal to appear at the deposition.

6. Liebel admits (See Plaintiff's response, Page 8 (s)) that on October 14, 2002 she attempted to file pleadings with this court in matters other than the present case, contrary to this Court's Order of October 8, 2002. See copy of order attached.

7. Liebel states specifically that, not only was her refusal to appear at her scheduled deposition intentional, but also that she will refuse to appear at any other deposition, or participate in any discovery: "Yvonne Liebel and her corporations refuse to be further subjected to conventional discovery methods i.e. further requests for production, depositions and/or interrogatories" See plaintiff's response, Page 14.

8. Grant served a Request for Production of Documents on Liebel on October 2, 2002. A response is due November 1, 2002. Liebel's statement in Page 14 of her Response demonstrates that she will refuse to answer this discovery also.

9. A party to an action, particularly the plaintiff, may not categorically refuse to participate in her own deposition, nor to attempt to determine which methods of discovery, permitted under the Practice Book, an opposing party may utilize.

10. Liebel's response demonstrates that she has committed flagrant violations of the rules of discovery and will not abide by the rules in the future.

11. In these circumstances, entry of non-suit is the only viable sanction.

WHEREFORE Defendant Eugene Grant, respectfully requests that a nonsuit be entered against Plaintiff, Yvonne Liebel, for failure to appear for her scheduled deposition and her refusal to participate in discovery in the future.

DEFENDANT
EUGENE GRANT

By _____
Joseph L. Clasen
/S/ Thomas J. Donlon
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Juris No. 101121

APPENDIX Z 1

"Plaintiffs' Response to Defendant Eugene Grant's Amended Reply to Plaintiff's Response to Motion for Nonsuit" (By the Alliance Entities) 11/7/02

Docket Numbers: (X02) CV-01-0167482

THE ALLIANCE FOUNDATION, INC. YVONNE LIEBEL; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; GENERAL HOMES, INC.	:	STATE OF CONNECTICUT
	:	WATERBURY SUPERIOR COURT
	:	COMPLEX LITIGATION DOCKET
VS.	:	
EUGENE GRANT; ROBERT NAGRO; RICHARD SOLOMON; WEIL, GOTSHAL AND MANGES, LLP; MARK HOENIG; DAVID STONE; RIDGEFIELD BANK; REYNOLDS AND ROWELLA LLP; BRIDGE TO BROTHERHOOD, INC.; IRA MILSTEIN; MARVIN JACOB; PRICEWATERHOUSECOOPERS LLP/ /KESSELMAN AND KESSELMAN LLP.	:	NOVEMBER 7, 2002

PLAINTIFFS RESPONSE TO DEFENDANT EUGENE GRANT'S AMENDED REPLY TO PLAINTIFFS' RESPONSE TO MOTION FOR NONSUIT

The Plaintiffs, YVONNE LIEBEL; THE ALLIANCE FOUNDATION, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; AND

GENERAL HOMES, INC. (The "Alliance Entities") hereby submit this reply to the Defendant, Eugene Grant ("Grant") "Amended Reply to Plaintiff's Response to Motion for Nonsuit", dated October 30, 2002.

When Plaintiff, Yvonne Liebel of the Alliance Entities has to endure, week after week since February 2000, reading and responding to pleadings filed by Defendant Grant (a Columbia Law School Graduate) and his attorneys at Robinson and Cole LLP, loaded with insinuations, omissions and lies, and "substantiated" by fraudulent documents, Connecticut case law, Connecticut Practice Book Sections, and Connecticut General Statutes; together with similar pleadings manufactured by the law firm of Halloran and Sage LLP, attorneys for the giant law firm, Defendant, Weil, Gotshal and Manges LLP; and its principals, Ira Millstein (also a Columbia Law School Graduate), Mark Hoenig; David Stone; and Marvin Jacob (all of whom are attorneys); and the Defendant, Ridgefield Bank, whose board of directors consists of law firms and their principals (all of whom are attorneys); collectively amounting to hundreds of lawyers; Yvonne Liebel feels she is stuck behind this huge, state-of-the-art garbage truck on an endless two-way highway, unable to pass the vehicle, while subjected to its intolerable and nauseating stench. The Connecticut law firms of Rucci Burnham et al. and Curtis, Mallet-Prevost et al. are no longer representing these Defendants despite their wealth, perhaps they too couldn't stand the stench!!!

Analysis of Grant's Fraudulent Pleading (Underlines represent emphasis by the Alliance Entities).

Grant's allegations:

"5. Liebel does not deny that she failed to even attempt to contact defense counsel prior to her refusal to appear at the deposition."

"6. Liebel admits (See Plaintiff's response, Page 8 (s)) that on October 14, 2002 she attempted to file pleadings with this court in

matters other than the present case, contrary to this Court's Order of October 8, 2002. See copy of order attached."

The Alliance Entities' response to Defendant' points #5 and #6:

The Alliance Entities **did not refuse** to appear at the deposition!!! In their response dated October 18, 2002, they outlined a grueling schedule of pleadings preparation caused by the Courts' refusal to consolidate eight related actions, all of which had to be prepared by Yvonne Liebel alone, without Connecticut counsel or support staff, from a motel room in Danbury, Connecticut! The Alliance Entities outlined in their pleading 21 points **from a. to u.**, substantiating Yvonne Liebel's physical inability to respond and/or to attend said deposition. Further, The Alliance Entities' Response, filed on October 18, 2002 with regard to said deposition, asking the Court's intervention, was approximately 12 pages long and took several hours to prepare. "Contact"(ing) opposing counsel, was obviously not a simple matter. In addition, Grant's attorneys failed to mention in their replies the Alliance Entities' plea to the Court to intervene in the matter: "The Alliance Entities, pray this Court will deny the Defendant, Eugene Grant's Motion for Nonsuit, as the Plaintiff, Yvonne Liebel was physically unable to respond or attend the Defendant's deposition."

Grant's allegations:

"7. Liebel states specifically that, not only was her refusal to appear at her scheduled deposition intentional, but also that she will refuse to appear at any other deposition, or participate in any discovery: "Yvonne Liebel and her corporations refuse to be further subjected to conventional discovery methods i.e. further requests for production, depositions and/or interrogatories" See plaintiff's response, Page 14."

"8. Grant served a Request for Production of Documents on Liebel on October 2, 2002. A response is due November 1, 2002. Liebel's statement in Page 14 of her Response demonstrates that she will refuse to answer this discovery also."

The Alliance Entities' response to Defendants' points #7 and #8:

In points 9 through 14 of their Response to the Defendants' motion for nonsuit filed on October 18, 2002, the Alliance Entities pointed out the Defendants abusive, dilatory and fraudulent tactics, one of which is the scheduling of untimely depositions. Said tactics are used for the purpose of harassment, intimidation, and sabotage in order to prevent the Alliance Entities from properly prosecuting pending cases in Connecticut and their Petition for Writ of Certiorari in the U.S. Supreme Court. To substantiate their lie about Yvonne Liebel's refusal to appear at their deposition, Grant's attorneys quoted half a sentence from the Alliance Entities' Response: "Yvonne Liebel and her corporations refuse to be further subjected to conventional discovery methods i.e. further requests for production, depositions and/or interrogatories" See plaintiff's response, Page 14."

Grant and his counsel failed to include the second half of the sentence: "... until such time that the Defendants fully respond to the Plaintiffs' testimony and evidence already presented in the Courts." In their response, the Alliance Entities further explained their position by pointing out to the thousands of pages of testimony and evidence they filed with the Courts, including the Supreme Court of the United States, which went unanswered by Grant and his counsel since February 2000.

The Alliance Entities further explained that: "her (Yvonne Liebel's) knowledge is still very limited as to what the Defendants actually did with her corporations and their assets, as their actions stem from a conspiracy that weaved an unprecedented web of individuals and entities that took part in her corporations' destruction, as she knew them." Yvonne Liebel felt that if she would provide further testimony and evidence following her countless submissions, it would egregiously prejudice the Alliance Entities' legal position.

Further, Grant and his attorneys, once again, failed to mention the Alliance Entities' plea to the Court to intervene in the matter, as Plaintiff, Yvonne Liebel knows she can't arbitrarily refuse to attend a deposition: "The Alliance Entities, pray this Court will deny the Defendant, Eugene Grant's Motion for Nonsuit" and "Pray this Court shall order the Defendant, Eugene Grant to answer the Third Amended Complaint with its voluminous evidence."

Grant's allegations:

"9. A party to an action, particularly the plaintiff, may not categorically refuse to participate in her own deposition, nor to attempt to determine which methods of discovery, permitted under the Practice Book, an opposing party may utilize."

"10. Liebel's response demonstrates that she has committed flagrant violations of the rules of discovery and will not (the word *not* was emphasized by Grant's counsel as it was omitted from his original pleading. The word *not* was the only change in amendment) abide by the rules in the future."

The Alliance Entities' response to Defendants' points #9, #10:

Since the commencement of this action in February 2000, the Alliance Entities witnessed first hand the corruption of documents associated with this and with related actions as demonstrated in a single example in point 12 of their Response: " 12. Further, Yvonne Liebel's testimony in transcripts was often "loaded" with errors (E.g. Stamford Complex Litigation Docket, November 15, 2000 hearing, Hon. Tierney, J. Presiding. Tierney J. was willing to correct only 18 of his 21 Court errors in a single transcript, and only after Yvonne Liebel filed a Motion for Rectification. Following this fiasco, Yvonne Liebel requested a tape-recorder in the Courtroom, which Tierney J. denied. Too many such examples exist to list in this document, however, details of this incident can be found in the first Petition for Writ of Certiorari filed in July 2001. See documents listed below.) " Following the Plaintiffs' appeal to the U.S. Supreme

Court, the case was finally transferred from Tierney, J's Court, and Tierney J. was replaced on the bench.

Further, in Point # 14 of their Response the Alliance Entities explained their position as to why a lone attendance by Yvonne Liebel in a deposition with Grant's Counsel would further prejudice the Alliance Entities: "14. Considering that Yvonne Liebel does not have a trustworthy attorney; that any testimony given alone in the presence of Defendant Eugene Grant's attorneys will be tampered with; that this litigation is unique in its scope of the crimes committed and the individuals and entities involved; that Yvonne Liebel told her story to a point of exhaustion, supported by endless pieces of evidence; and that the Defendant, Eugene Grant did not yet answer any of the Alliance Entities' pleadings..."

In addition, in Point #15 of their Response the Alliance Entities provided the Court with a possible solution to Yvonne Liebel's overwhelming and legitimate concern of a lone attendance at a Defendant Grant deposition: "15. The only method of deposition that will be agreeable to Yvonne Liebel and her corporations is a written deposition. Any questions remaining for Defendant, Eugene Grant may be presented in writing, with a copy to the Court. Yvonne Liebel will not sit alone with Defendant, Eugene Grant' lawyers, unprotected by counsel."

Here too, Defendant Grant and his counsel failed to mention to the Court the Alliance Entities plea requesting the Court's intervention in this matter: "The Alliance Entities, pray this Court will deny the Defendant, Eugene Grant's Motion for Nonsuit, ...and Pray the Court shall not force Yvonne Liebel into a lone deposition with the Defendants' counsel."

In Point #17 of their Response, and in support of all their statements and allegations, The Alliance Entities incorporated by reference nine (9) categories of documents they submitted to the Courts, amounting to countless pleadings, testimonies, sworn

affidavits and other evidence, all of which were completely ignored in Defendant Grant and his attorneys' replies.

Alliance Entities' statement with regard to the distinguished Attorney J.L. Chestnut of Selma, Alabama:

Some of Grant's counsel's pleadings make reference to Attorney J. L. Chestnut being counsel to the Alliance Entities in the Connecticut matters. Also, Grant's counsel copies Attorney J.L. Chestnut on pleadings filed in this case in the State of Connecticut, knowing full well that Attorney J.L. Chestnut does not advise nor represent the Alliance Entities in the State of Connecticut. Attorney J.L. Chestnut was only gracious to lend his name to the corporate Plaintiffs/Petitioners in the Petition for Writ of Certiorari pending before the United States Supreme Court so that said corporate Petitioners "would not be denied their day in Court." Attorney J. L. Chestnut does not advise or represent the corporate Plaintiffs in the State of Connecticut nor does he advise or represent Yvonne Liebel in the United States Supreme Court.

Grant's Conclusion:

"11. In these circumstances, entry of non-suit is the only viable sanction."

The Alliance Entities' Conclusion:

Defendant Grant will resort to any method, other than the truth, to eliminate the only four remaining causes of action against him, which he failed to strike (Hon. Schuman, J's Order of October 8, 2002, contested by the Plaintiffs): Twentieth Count- Breach of Partnership Agreement; Twenty First Count- Promissory Estoppel; Twenty Second Count- Breach of Contract; Twenty Third Count- Breach of Contract.

The above listed counts stem from Grant's misrepresentations and fraudulent actions over a period of several

years in connection with The Alliance Foundation, Inc.; the other corporate Plaintiffs; and with Plaintiff, Yvonne Liebel, the corporations' Founder and CEO. In keeping with a long tradition of deception and with Eugene Grant's prior pleadings, this pleading too, is a disgrace to the legal profession and to Justice.

The Plaintiff, Yvonne Liebel understands the severity of the wrongdoings committed by Defendant, Eugene Grant and others in this action(s), and the overwhelming civil and criminal ramifications to the Defendants if the Alliance Entities are successful in prosecuting this action (s).

The Plaintiff, Yvonne Liebel also appreciates the dilemma before the Court as it weighs the rights of a single individual and her corporations' against, what now seems to be, an infinite number of Defendants that range from the moles within her operations whose duties were to cause their destruction from within, i.e. Defendants, Eugene Grant, Robert Nagro, Richard Solomon, Reynolds and Rowella LLP and others, to the Puppeteers at Weil, Gotshal and Manges LLP; PricewaterhouseCoopers LLP/Kesselman; Ridgefield Bank; Washington Mutual Bank, F.A; J.P. Morgan Chase Manhattan Bank; State and Governments bodies; and others, all of whom greatly benefited and will continue to benefit from the downfall of Yvonne Liebel and her corporations.

Considering that Plaintiff, Yvonne Liebel shall fight for her corporations to death, she respectfully and humbly impresses upon the Court, that the way to a conflict resolution in this matter given its unique circumstances, requires a unique judicial leadership and methods of adjudication. In today's environment of corporate deceit and public distrust the Court's current methods are only compounding the problem at a significant risk. There is no doubt that as this litigation lingers on, more and more people and entities would be sought to participate in this cover-up, to their detriment, as they believe in the Defendants' collective power to defend their

wrongdoings and in the Court's "protection". As an illustration, the following is a classic example:

In mid 1997 when Yvonne Liebel was not yet aware of the scope and breadth of this conspiracy and believed it was limited to a breach of contract between her and her partner, Defendant, Eugene Grant, she informed Defendant Grant that she planned to bring a lawsuit against him if he didn't comply with their agreements. In an arrogant, conceded, and confident tone, Defendant Grant announced: " You could never sue me!"

When any citizen and/or entity are secure in the knowledge that they wouldn't be prosecuted for their wrongdoings because they are "privy" to the protection of the Court, it leaves the door wide open to "flagrant violations" (in the words of Defendant Grant's counsel, Joseph Clasen, referring to Yvonne Liebel's "refusal" to attend his deposition) and to anarchy. Plaintiff, Yvonne Liebel is sure that considering the significant losses that Defendant Grant suffered to date (financial and otherwise) resulting from this action against him and his "friends" (as he referred to the other Defendants in 1997 without naming any names), he would seriously reconsider his misguided and fraudulent actions. Since this action was filed in February 2000, Plaintiff, Yvonne Liebel witnessed, helplessly, how dozens of perfectly wonderful people and entities got sucked into this "Program".

Therefore, Plaintiff, Yvonne Liebel respectfully and humbly reiterates to the Court, as she has done on numerous prior occasions, to halt this infectious cover-up that compromises the judicial process and our Society's moral values and urges the Court to facilitate an opportunity for a truthful disclosure by the Defendants as to what was done with her corporations and their assets, including but not limited to The Alliance Foundation, Inc.'s IRS private letter tax rulings, off the record if necessary, in order to protect the Defendants. This would allow the Plaintiff, Yvonne Liebel, to become part of a just and equitable resolution, rather than

a continued escalation of the problem as she proceeds to defend her rights and the rights of her corporations. Such a move by the Court could also lend some dignity to an otherwise shameless, gutless, and heartless litigation.

WHEREFORE, The Alliance Entities, pray this Court will deny the Defendant, Eugene Grant's Motion for Nonsuit as the Plaintiff, Yvonne Liebel was physically unable to respond or attend the Defendant's deposition; Pray this Court shall order the Defendant, Eugene Grant to answer the Third Amended Complaint with its voluminous evidence before further testimony and/or documents are submitted by Yvonne Liebel; Pray the Court shall not force Yvonne Liebel into a lone deposition with the Defendants' counsel, and/or in the alternative, appoint zealous Connecticut counsel to help her prosecute and/or defend the Alliance Entities' claims.

Respectfully submitted,

/S/ _____

Yvonne Liebel
The Alliance Foundation, Inc.
Alliance International Development Corp.
Alliance Capital, Inc.
General, Homes, Inc.
DTL-USA, Inc.
(The "Alliance Entities")
8913 Olympic Blvd. Suite 101
Beverly Hills, Ca 90211
Cell: 310-435-0769
Fax: 310-657-2731

CERTIFICATE OF SERVICE

This is to certify that I have on the _____, day of November 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification pages)

APPENDIX Z 2

"Motion for Rectification of the Clerk's "Return of Papers" vs. the Visiting Nurse Association of Ridgefield, Inc. (By the Alliance Entities) 11/7/02

Docket Numbers: SP-02-10636-S

THE VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC.	:	**SUPERIOR COURT**
Plaintiff,	:	
VS.	:	**J. D OF DANBURY AT DANBURY**
THE ALLIANCE FOUNDATION, INC.	:	**NOVEMBER 7, 2002**
Defendant.	:	

MOTION FOR RECTIFICATION OF THE CLERK'S "RETURN OF PAPERS" NOTICE

The Defendant, The Alliance Foundation, Inc.; its Founder and CEO, Yvonne Liebel, and its related corporations, Alliance Capital, Inc.; Alliance International Development Corp.; DTL-USA, Inc.; and General Homes, Inc. (the "Alliance Entities") are currently

Petitioners in a "Petition for Writ of Certiorari" pending before the Supreme Court of the United States, appealing this Court Eviction Judgment in the above–docketed matter.

On October 15, 2002, the Clerk of the Court faxed the Alliance Entities a Notice of Return of Papers, following the Alliance Entities' filing of "Counterclaims and Cross Claims" in the above-docketed matter on October 14, 2002. The Court's clerk reasoned,

ORAL ARGUMENT REQUESTED
TESTIMONY NOT REQUIRED

that the matter had gone to Judgment and therefore, further filings could not be accepted by the Court.

The Alliance Entities respectfully disagree with the clerk for the following reasons:

1. The matter is on appeal before the U.S. Supreme Court.
2. The Alliance Entities filed numerous other pleadings in this matter since the Court rendered its Eviction Judgment due to the pending appeal, and to various other decisions rendered in the matter, worthy of intervention by the U. S. Supreme Court. All said other pleadings filed by the Alliance Entities, were accepted by the Court.

WHEREFORE, The Alliance Entities respectfully request this Court to rectify said notice by the clerk so that their pleading filed on October 14, 2002, "Counter Claims and Cross Claims" in the above-docketed case, be resubmitted and entered into the file.

DEFENDANT
THE ALLIANCE FOUNDATION, INC.

/S/
By_____
Yvonne Liebel
The Alliance Foundation, Inc.
Alliance International Development Corp.
Alliance Capital, Inc.
General, Homes, Inc.
DTL-USA, Inc.
(The "Alliance Entities")
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
Tel: 310-435-0769
Fax: 310-657-2731

ORDER

Motion of the Defendant, The Alliance Foundation, Inc. to rectify the clerk "Return of Papers" is

GRANTED/DENIED

_____

Judge

Dated: Danbury, Connecticut
November , 2002

CERTIFICATE OF SERVICE

This is to certify that I have on the _____, day of November 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification pages)

APPENDIX Z 3

"Motion for Articulation and/or Articulation" vs. Washington Mutual Bank (By the Alliance Entities) 11/7/02

Docket Number: CV 02 0346367 S

WASHINGTON MUTUAL BANK, F.A	**: STATE OF CONNECTICUT**
	:DANBURY SUPERIOR COURT
V.	**:**
YVONNE LIEBEL; GENERAL HOMES, INC. ET AL.	**:**
	:NOVEMBER 7, 2002

MOTION FOR ARTICULATION AND/OR RECTIFICATION

Pursuant to Practice Book Section 66-5, Motion for Rectification; Motion for Articulation, The Defendants in the above-docketed matter, Yvonne Liebel and General Homes, Inc., respectfully request an articulation and/or rectification of an Order,

rendered by Hon. Carroll, J., denying their Motion to Consolidate filed by the Defendants on July 31, 2002. This request is based on new developments in the above-docketed matter, as well as, developments in related matters with which this matter was to be consolidated. The reason for the late filing of this motion is because the Defendants never received a notice of the hearing or a notice of the Court's ruling.

On July 31, 2002, the Defendants, Yvonne Liebel and General Homes, Inc. filed a Motion to Consolidate and Memorandum of Law with numerous exhibits, totaling 185 pages, alleging fraud by Washington Mutual Bank, F.A. for invalid and unlawful mortgage documents; invalid and unlawful title to Yvonne Liebel's home at 106 Great Hill Road in Ridgefield, CT 06877; and invalid and unlawful appraisals on said property.

ORAL ARGUMENT REQUESTED
TESTIMONY NOT REQUIRED

On October 3, 2002, Defendant, Yvonne Liebel was told by the Court Clerk (by phone. The call initiated by Yvonne Liebel from Alabama), that on August 19, 2002, her Motion to Consolidate was denied by Hon. Carroll, J., without memorandum of decision. Yvonne Liebel did not receive a notice of said ruling. The Defendants, Yvonne Liebel and General Homes, Inc. respectfully request an articulation from Hon. Carroll, J., as to: Why said Motion to Consolidate was denied, considering that all actions sought to be consolidated in said Motion arose from the same controversy, shared common parties, and consolidation would provide for complete determination of the facts, in the interest of judicial economy and justice.

Further, in a related matter pending before the Waterbury Superior Court, Complex Litigation Docket, entitled The Alliance Foundation, Inc. and Yvonne Liebel, et al. vs. Eugene Grant et al No.

(X02) CV-01-0167482, on October 8, 2002, the Defendant, Eugene Grant was denied a Motion to Strike on four counts: Twentieth Count- Breach of Partnership Agreement; Twenty First Count- Promissory Estoppel; Twenty Second Count- Breach of Contract; Twenty Third Count- Breach of Contract. All said breaches have contributed and will continue to contribute to the conflict in the above-docketed matter. Resolution in the matter pending before the Waterbury Superior Court, Complex Litigation Docket would also serve to resolve the conflict in this matter.

On an issue as significant as a foreclosure action on a litigant's home, especially when issues of fraud are raised by the Defendants substantiated by volumes of pages that include testimony and evidence, it is critical that the Court provides a Memorandum of Decision and insures that all Court Notices are promptly and appropriately mailed to the owner of said residence, so that said home owner can prepare a defense in protection of his/her property.

Further, on August 21, 2002, the Plaintiff, Washington Mutual Bank, F.A. filed a Motion for Default for Failure to Plead against the Defendant, Yvonne Liebel. On September 13, 2002, an Assistant Clerk granted the Bank's Motion (signature on the Order, not legible). The Bank failed to copy the Defendants. The Court failed to send a notice of a hearing nor a notice of its ruling. The Defendants, Yvonne Liebel and General Homes, Inc. respectfully ask the Court to articulate and/or rectify said Court decision with the purpose of overturning said decision on the basis that Court notices were not mailed to the Defendants, and that a significant decision such as defaulting a home owner for failure to plead in a foreclosure matter, should respectfully be signed by a Judge, and not by a clerk whose signature is not legible.

The Plaintiff, Washington Mutual Bank, F. A, resorted to abusive, dilatory and fraudulent tactics for the purpose of sabotage in order to prevent Yvonne Liebel from properly defending her

property. These tactics include but are not limited to failing to mail to the Defendants copies of the Plaintiff's pleadings, and failing to have an appearance on file for Attorney McMahon, who represented both the Plaintiff and the Defendant, J.P. Morgan Chase Manhattan Bank, at a hearing on a Foreclosure Judgment against the Defendants. Having a single attorney represent both Banks on an opposing side of this litigation raises significant questions as to the relationship between these two entities as it relates to this litigation.

The Plaintiff, Washington Mutual, Bank F.A.'s misconduct is more specifically described by the Defendants in subsequent filings to their Motion to Consolidate: Motion for Continuance, dated October 4, 2002; Counterclaims and Cross Claims, dated October 5, 2002; Supplement to Counterclaims and Cross Claims, dated October 13, 2002; Counterclaims and Cross Claims filed in related cases in the Danbury Superior Court and Waterbury Superior Court Complex Litigation Docket. The Defendants' allegations are further substantiated by the Court's transcript from a Short Calendar hearing, dated October 7, 2002 in the above-docketed matter before Hon. Comorford, J.

WHEREFORE, the Defendants, Yvonne Liebel and General Home, Inc., in the above-docketed matter respectfully request that the Court provides:

1. An Articulation and/or Rectification of the Court's decision to deny their Motion to Consolidate filed with Memorandum of law filed on July 31, 2002 on the basis that: The Defendants did not receive a Court Notice of said ruling in time to respond; The Plaintiff, Washington Mutual, F.A.'s misconduct reflects similar misconduct to that of the Defendant, Eugene Grant; New developments in the related matter of The Alliance Foundation, Inc. and Yvonne Liebel et al. vs. Eugene Grant et al., pending before the Waterbury Complex Litigation Docket at Waterbury, Connecticut; Actions that arise from the same controversy and/or events and share common parties should be

consolidated for a complete determination of the facts, for judicial economy, and in the interest of justice.

2. An Articulation and/or Rectification of the Court's decision to grant the Plaintiff's Motion to Default Yvonne Liebel for Failure to Plead on the basis of not receiving copies of the Plaintiff's pleadings nor the Court's notices, in order to prepare and file a defense for Yvonne Liebel.

DEFENDANTS
YVONNE LIEBEL AND GENERAL HOMES, INC.
/S/
By_____
Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
Tel: 310-435-0769
Fax: 310-657-2731

ORDER

Motion of the Defendants Yvonne Liebel and General Home, Inc. to:

1. Articulate and/or Rectify GRANTED/DENIED

2. Articulate and/or Rectify GRANTED/DENIED

_____
Hon. Carroll, Judge

Dated: Danbury, Connecticut
November , 2002

CERTIFICATE OF SERVICE

This is to certify that I have on the _____, day of November 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification pages)

APPENDIX Z 4

"Motion for Articulation and/or Rectification of Clerk's Orders/Notices" in matter of Washington Mutual Bank (By the Alliance Entities) 11/7/02

Docket Number: CV 02 0346367 S

WASHINGTON MUTUAL BANK, F.A	**: STATE OF CONNECTICUT**
	:DANBURY SUPERIOR COURT
V.	**:**
YVONNE LIEBEL; GENERAL HOMES, INC. ET AL.	**:**
	:NOVEMBER 7, 2002

MOTION FOR ARTICULATION AND/OR RECTIFICATION OF CLERK'S ORDERS/NOTICES

Pursuant to Practice Book Section 66-5, Motion for Rectification; Motion for Articulation, The Defendants in the above-docketed matter, Yvonne Liebel and General Homes, Inc. respectfully request an articulation and/or rectification of Assistant Clerk of the Court, Robert Jackson, Esq., and others' Orders/Notices at the Danbury Superior Court in the following matters:

(1) On August 7, 2002, the Plaintiff, Washington Mutual Bank, F.A., filed a Motion for Default for Failure to Appear against the Defendants, Yvonne Liebel and General Homes, Inc. Certification Page indicated that a copy was mailed to Yvonne Liebel (not to General Homes, Inc.) On August 9, 2002, Temporary Assistant Clerk, Ryan Henry denied the Motion. Also, on August 9, 2002, the Court issued a notice signed by Asst. Clerk, Robert Jackson stating that as to Yvonne Liebel, the Motion was denied as she filed a pro se appearance. As to General Homes, Inc. it was denied "as the certification did not indicate that a copy of the Motion was mailed to that Defendant." Yvonne Liebel did not receive a copy of the Motion from the Plaintiff, Washington Mutual Bank, nor did she receive a notice from the Court about the hearing, or the Court's ruling.

On August 21, 2002, the Plaintiff, Washington Mutual Bank, filed a Motion for Default for Failure to Appear against the Defendant, General Homes, Inc. signed by Attorney Jennifer R. Simbosky. Certification page indicated that a copy was mailed to General Homes, Inc. On September 13, 2002, Asst. Clerk, Robert Jackson denied the Motion for the reason that "no supplemental return of service is on file". Neither Yvonne Liebel nor General Homes, Inc. received copies of said Motion from the Plaintiff, Washington Mutual Bank. Neither Yvonne Liebel nor General Homes, Inc. received notices from the Court on the hearing or the ruling.

The Defendants, Yvonne Liebel and General Homes, Inc. respectfully remind the Court that in over two years of litigation in six (6) other related matters, the Superior Court didn't pick up on a single procedural "defect" or "error" by opposing parties, on the other side of Yvonne Liebel and her corporations, that would allow Yvonne Liebel's corporations to remain in their perspective actions represented by her, which caused a colossal damage to Yvonne Liebel and her corporations.

Therefore, the Defendants, Yvonne Liebel and General Homes, Inc. respectfully request that the Court researches its files in all six (6) other related actions, including the ones now pending at the Waterbury Superior Court Complex Litigation Docket, as they originated at the Danbury Superior Court, for such procedural "faults" or "defects" or their equivalent, which would restore Yvonne Liebel's representation of her Corporate Plaintiffs and/or Defendants into their perspective actions and would allow her to represent them.

The corporations names are as follows: The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; DTL-USA, Inc.; and General Homes, Inc. The cases names are as follows:

i. DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank
ii. The Alliance Foundation, Inc.; Yvonne Liebel; Alliance Capital, Inc.; Alliance International Development Corp.; DTL-USA, Inc.; and General Homes, Inc. vs. Eugene Grant, et al.
iii. The Visiting Nurse Association of Ridgefield, Inc. vs. The Alliance Foundation, Inc.
iv. Eugene M. Grant vs. The Alliance Foundation, Inc.
v. Eugene M. Grant vs. Alliance Capital, Inc.
vi. Eugene M. Grant vs. Alliance Capital, Inc.

Considering this Court's history in related matters, absolutely disallowing representation of a corporation by its Founder/Officer who is not an attorney; and considering that on the basis of said rule significant Orders and/or Judgments were rendered by this Court, irreparably harming the Defendant, Yvonne Liebel and her corporations; The Court's ruling, in the above-docketed matter keeping the Defendant, General Homes, Inc. in this litigation and letting Yvonne Liebel represent its interests per her appearance, on the basis of flimsy procedural errors such as "the

Plaintiff's certification did not indicate that a copy of the Motion was mailed to that Defendant" or "no supplemental return of service is on file", raises a serious question as to the integrity of the Court. A perception is formed that the Court is bias against Yvonne Liebel and her corporations. That the Court would default the corporations and would disallow them representation by Yvonne Liebel in certain actions that would benefit Yvonne Liebel and her corporations, while the Court would not default the corporations and would allow them to be represented by Yvonne Liebel when it's to the detriment of Yvonne Liebel and her corporations.

Therefore, the Defendants respectfully request that:

I. The Court would conduct a review of the above listed files in order to establish whether or not such procedural errors were made by opposing parties in said other cases: A. If indeed such errors are found, the Defendants, Yvonne Liebel and General Homes, Inc. respectfully request that the Court allows the Corporate entities back in those other cases and allow Yvonne Liebel to either prosecute or defend on their behalf; B. If such procedural errors or their equivalent are not found in the files, the Defendants, Yvonne Liebel and General Homes, Inc. respectfully request that a statement from the Court be issued to confirm such finding; C. If such errors are found in the files, but the Court would refuse to overturn its prior rulings in said other cases despite such findings, than, the Defendants, Yvonne Liebel and General Homes, Inc. respectfully request that the Plaintiff, Washington Mutual Bank's 's Motion for Default for Failure to Appear be granted as to General Homes, Inc., and that General Homes, Inc. would be Defaulted from the above-docketed matter. It is only appropriate that a uniformed rule would apply to all actions in the Connecticut Superior Court System.

II. The Court provides a written explanation as to why the Defendants did not receive Court notices to their address on file at 8913 Olympic Blvd. Suite 101 Beverly Hills, CA 90211. Any

explanation that notices were mailed to the Ridgefield address on file is not acceptable, as certain other Court communications reach the California address.

III The Court reprimands and/or sanctions the Plaintiff, Washington Mutual Bank, F.A., in accordance with Connecticut Law, for failing to mail to the Defendants' address on file certain critical pleadings, causing the Defendants failure to prepare pleadings in their defense and/or appear at scheduled hearings.

(2) On August 7, 2002, the Bank filed a Demand for Disclosure of Defense against the Defendant, Casey's Sheet Metal Services, Inc. ("CSM") On August 13, 2002, CSM filed Disclosure of Defense by virtue of its Mechanics Lien, signed by its counsel, Nancy Onaitis Esposito. On August 16, 2002, the Bank filed against CSM a Motion for Default for Failure to Disclose a Defense. On September 16, 2002, Hon. Comerford, J. granted the Bank's Motion. The Bank and CSM never sent the Alliance Entities a copy of their pleadings. The Court's notice of the hearing scheduled for September 16, 2002, was mailed to the California address but to the wrong suite number (#103 instead of #101). Yvonne Liebel received the schedule on September 17, 2002, a day after the hearing, and the Court failed to copy the Alliance Entities of its ruling.

Therefore, the Defendants respectfully request that:

I. The Court articulates its decision to grant the Plaintiff, Washington Mutual Bank's Motion for "Default for Failure to Disclose a Defense" against Casey's Sheet Metal Services, Inc.

II. The Court provides the Defendants, Yvonne Liebel and General Homes, Inc. a written explanation as to why the Court's notice was mailed to the wrong Suite number.

III. The Court reprimands and/or sanctions the Plaintiff, Washington Mutual Bank, F.A., in accordance with Connecticut Law, for failing to mail to the

Defendants' address on file certain critical pleadings, causing the Defendants failure to prepare pleadings in their defense and/or appear at scheduled hearings.

(3) On August 7, 2002, the Bank filed a change of Appearance from its counsel, Jennifer R. Simboski to new counsel, David F. Borrino. The Bank failed to copy the Alliance Entities. The Court failed to send the Defendants a Notice of said Appearance.

Therefore, the Defendants respectfully request that:

I. The Court provides the Defendants, Yvonne Liebel and General Homes, Inc. a written explanation as to why the Court failed to send the Defendants a Notice of said new appearance.

II. The Court reprimands and/or sanctions the Plaintiff, Washington Mutual Bank, F.A., in accordance with Connecticut Law, for failing to mail to the Defendants' address on file certain critical pleadings, causing the Defendants failure to prepare pleadings in their defense and/or appear at scheduled hearings.

(4.A) On September 12, 2002, the Plaintiff, Washington Mutual Bank, F.A. filed a Motion for Judgment of Strict Foreclosure and Finding of Entitlement to Possession with a fraudulent exhibit (a partial appraisal of the wrong property, an appraisal on 104 Great Hill Road, Ridgefield, CT., at a value of $440,000, not including 106 Great Hill Road, the subject property, appraised by the Bank at $3,600,000. The Bank, unlawfully and forcefully, holds title to both parcels under a single mortgage. Yvonne Liebel never saw the attached appraisal). The Motion that was signed by Attorney Simboski included a Certification Page stating that a copy was mailed to Yvonne Liebel only. The Bank never mailed a copy of said pleading to Yvonne Liebel. The Court never mailed a notice of a hearing to the Defendants, Yvonne Liebel and General Homes, Inc. Any notices that mysteriously arrived, e.g. slipped under the door

at night, or delivered by a neighbor claiming receipt by error, at the day of the hearing or the day after the hearing, are considered by the Defendants as sabotage.

(4B) On September 12, 2002, the Plaintiff, Washington Mutual Bank, F.A. filed a List of Order of Law Days in Connection with Motion for Judgment of Strict Foreclosure listing the following order: "1. Yvonne Liebel 2. CSM 3. General Homes, Inc. 4. The Case Manhattan Bank (referred to from this point forward as "Chase") 5. Title Vests in Plaintiff." Attorney Simboski signed the above List. Certification Page indicated that a copy was mailed to Yvonne Liebel (not to General Homes, Inc.) Yvonne Liebel did not receive a copy from the Plaintiff, nor did she receive a notice from the Court.

(4C) On September 12, 2002, the Bank filed a Preliminary Statement of Debt listing the following items: "1. Principal of $2,042,781.43; 2. Interest from February 1, 2002; 3. Any late charges due prior to acceleration; 4. Any other amounts found due under the subject mortgage on account of inspections, property preservation and the like; 5. These amounts are estimates and subject to corrections, additions or amplifications at the time of the hearing on Plaintiff's motion for judgment of foreclosure. Litigation costs, expenses and attorney's fees are not included." The Preliminary Statement of Debt was signed by Attorney, Jennifer Simboski, and the Certification Page indicated that Yvonne Liebel was mailed a copy (not General Homes, Inc.) Yvonne Liebel did not receive a copy, nor did she receive a notice from the Court.

Therefore, the Defendants respectfully request that:

I. The Court provides the Defendants, Yvonne Liebel and General Homes, Inc. a written explanation as to why the Court failed to send the Defendants said Court Notices.

II. The Court reprimands and/or sanctions the Plaintiff, Washington Mutual Bank, F.A., in accordance with Connecticut Law, for failing to mail to the Defendants' address on file certain critical pleadings, causing the Defendants failure to prepare pleadings in their defense and/or appear at scheduled hearings.

(5) On October 3, the Clerk told Yvonne Liebel (by phone, in a call initiated by Yvonne Liebel) that the Defendants, Yvonne Liebel and General Homes, Inc.'s Motion for Stay filed on August 29, 2002 was denied. Also, that on Monday, October 7, 2002, at 9:30 A.M., Hon. White, J. was scheduled to rule at a Short Calendar hearing on the Plaintiff, Washington Mutual Bank's "Motion for Judgment of Strict Foreclosure and Finding of Entitlement to Possession" on Yvonne Liebel's home. Yvonne Liebel had no knowledge of said pleading nor received a Court notice about the hearing.

Therefore, the Defendants respectfully request that:

I. The Court provides the Defendants, Yvonne Liebel and General Homes, Inc. a written explanation as to why the Court failed to send the Defendants Court Notices with regard to the August 29, 2002 ruling and the October 7, 2002 hearing.

II. The Court reprimands and/or sanctions the Plaintiff, Washington Mutual Bank, F.A., in accordance with Connecticut Law, for filing fraudulent documents and for failing to mail to the Defendants' address on file certain critical pleadings, causing the Defendants, failure to prepare pleadings in their defense and/or appear at scheduled hearings.

(6) On October 7, 2002, at the hearing in the Danbury Superior Court, Attorney McMahon who represented both the Plaintiff Washington Mutual Bank, and the Defendant, J. P. Morgan Chase Manhattan Bank, marked "off" his Motion, as soon as he saw Yvonne Liebel at the Court, unexpectedly. Attorney McMahon did not have an appearance in the file for the Plaintiff, Washington Mutual Bank.

Therefore, the Defendants respectfully request that:

I. The Court reprimands and/or sanctions the Plaintiff, Washington Mutual Bank, F.A., in accordance with Connecticut Law, for allowing counsel to represent the Plaintiff at a foreclosure judgment hearing against the Defendants, without an appearance on file.

II. The Court reprimands and/or sanctions the Plaintiff, Washington Mutual Bank, F.A., in accordance with Connecticut Law, for Marking "Off", at the very last minute, a critical Motion that was filed by the Plaintiff, approx. one month prior to the hearing, on the basis of a poor excuse that Counsel did not have all documents with him, when in fact, the only reason for marking "off" the hearing was that the Plaintiff "planned" to take over the Defendant's home without an argument, as she was not expected to show up at said hearing because she did not receive a notice from the Plaintiff or the Court. The Plaintiff's conduct was fraudulent, it harassed the Defendant, Yvonne Liebel, who became ill as a result of the stress caused by said conduct, and caused her substantial expense as she flew from Alabama to Connecticut especially for said hearing.

III. The Court requests from the Plaintiff, Washington Mutual Bank, F.A., to provide the Defendants with a written

explanation as to the questionable relationship that exists between the Plaintiff, Washington Mutual Bank and the Defendant, J.P. Morgan/Chase Manhattan Bank causing dual legal representation of two opposing parties by single counsel.

(7) On October 4, Petitioner Yvonne Liebel filed a Motion for Continuance for the October 7 hearing on the basis that she did not receive from the Plaintiff, Washington Mutual Bank's a copy of the Bank's pleadings, She requested a continuance for 14 days or until the Supreme Court renders a decision on her representation of her corporation, General Homes, Inc. At the time she filed the Motion, she was not aware that the Court did not default the Corporation from the action and allowed her to represent it on the basis of the Plaintiff's procedural error. In spite the fact that at the October 7, 2002, the Attorney for Washington Mutual Bank, marked "off" the Bank's Motion, and that both Yvonne Liebel and the Court accepted said entry, the Court rescheduled Yvonne Liebel's Motion for Continuance on its short calendar for October 21, 2002. The Court also scheduled for the same hearing Yvonne Liebel's Motion to Stay filed on September 24, 2002. On October 17, 2002, at about 7:00 a.m. Yvonne Liebel faxed to the Court and to the Plaintiff, Washington Mutual Bank, a letter, marking "off" her two Motions. The reasons: 1. Her Motion for Continuance with regard to the October 7, 2002 hearing was moot; 2. Since the Court a. Did not consolidate the case with other pending related matters; b. Did not default the corporation from the action; c. Motions to Stay in other related pending matters were denied; and d. At the hearing, Yvonne Liebel served the Plaintiff, Washington Mutual Bank, with "Counterclaims and Cross Claims", this Motion to Stay was also moot. On October 17, 2002, the Bank filed Objections to Yvonne Liebel's Motion for Continuance and to her Motion to Stay. She received the Objections on October 22.

Therefore, the Defendants respectfully request that:

1. The Court articulates with a written explanation to the Defendants, Yvonne Liebel and General Homes, Inc. as to why the Court, in spite of the fact that at the October 7, 2002, the Attorney for Washington Mutual Bank, marked "off" the Bank's Motion, and that both Yvonne Liebel and the Court accepted said entry at the hearing, the Court rescheduled Yvonne Liebel's Motion for Continuance on its short calendar for October 21, 2002, which caused the Plaintiff, Washington Mutual Bank to file an objection.

WHEREFORE, the Defendants, Yvonne Liebel and General Home, Inc., in the above-docketed matter respectfully request that the Court provides and Articulation and/or rectification of the Court's Orders/Notices described above, as it deems appropriate: Points: 1 (I, II, III); 2 (I, II); 3 (I, II); 4 (I, II); 5 (I, II); 6 (I, II, III); and 7 (I).

DEFENDANTS
YVONNE LIEBEL AND GENERAL HOMES, INC.

By_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
Tel: 310-435-0769
Fax: 310-657-2731

ORDER

Articulation and/or Rectification of the following Court Orders/Notices per their description in the following list:

Articulate, and/or Rectify Point 1. I. GRANTED/DENIED

Articulate, and/or Rectify	Point 1. II.	GRANTED/DENIED
Articulate, and/or Rectify	Point 1. III.	GRANTED/DENIED
Articulate, and/or Rectify	Point 2. I.	GRANTED/DENIED
Articulate, and/or Rectify	Point 2. II.	GRANTED/DENIED
Articulate, and/or Rectify	Point 3. I.	GRANTED/DENIED
Articulate, and/or Rectify	Point 3. II.	GRANTED/DENIED
Articulate, and/or Rectify	Point 4. I.	GRANTED/DENIED
Articulate, and/or Rectify	Point 4. II.	GRANTED/DENIED
Articulate, and/or Rectify	Point 5. I.	GRANTED/DENIED
Articulate, and/or Rectify	Point 5. II.	GRANTED/DENIED
Articulate, and/or Rectify	Point 6. I.	GRANTED/DENIED
Articulate, and/or Rectify	Point 6. II.	GRANTED/DENIED
Articulate, and/or Rectify	Point 6. III.	GRANTED/DENIED
Articulate, and/or Rectify	Point 7. I.	GRANTED/DENIED

_____

Judge

Dated: Danbury, Connecticut
November , 2002

CERTIFICATE OF SERVICE

This is to certify that I have on the _____, day of November 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification pages)

APPENDIX Z 5

Sample of the "Certification" attached and/or faxed with Alliance Entities' pleadings

CERTIFICATION- Page 1

I, Yvonne Liebel of 106 Great Hill Road, Ridgefield, Connecticut 06877, hereby certify that on this date, _____, 2002, that I have served the attached document ("name of document") on each party to the proceeding or that party's counsel, by faxing and depositing an envelope containing the document in the United States mail, properly addressed to each of them, and prepaid as follows:

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P.O. Box 10305, Stamford, CT 06904
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Brian C. Wile, Esq. (counsel for Robert Nagro/
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Michael K. Stanton, Jr. Esq. (counsel for Weil, Gotshal and Manges; Mark Hoenig; David
Halloran & Sage LLP Stone; Bridge To Brotherhood, Inc.; Ira Millstein; and Marvin Jacob)

Stephen Fogerty, Esq. (c. for Ridgefield Bank)
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Herbert F. Rosenberg, Esq.(C. for VNA)
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Christopher Molyneaux, Esq.
Law Offices of Norman Voog
90 Grove Street

Jennifer Simboski, Esq.(C. Washington Mutual Bank)
Reiner, Reiner and Bendett, P.C.
160 Farmington Ave.

Ridgefield, CT. 06877
(counsel for Rene Heinecke)
(203) 438-3716

Farmington, CT 06032
Juris No. 102892
(860) 677-2868

Brooks Laboratories, Inc.
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Attn: Owner

J. P. Morgan Chase Manhattan Bank
One Chase Square, MC-4
Rochester, NY 146 43
Attn: Its Secretary
Mary Anne Cooper, Esq. (Legal Dept.)
732-205-0768 (New Jersey)

Casey's Sheet Metal Services, Inc.
4 Merwin Street
Norwalk, CT 06850
Attn: Nancy Onaitis, its Agent

CERTIFICATION-Page 2

State of Connecticut Judiciary

Francis J. Drumm, Jr.
Chief Clerk, Appellate/Supreme Court
231 Capitol Avenue, Drawer Z, Station A
Hartford, CT 06106
Tel: (860) 757-2200

Ms. Robin Smith/Ginnochio, J./White, J
Danbury Superior Court
146 White Street
Danbury, CT 06810
Tel: (203) 207-8642

Hon.'s Michael R. Sheldon J./Carl Schuman,J.
Waterbury Superior Court,
Complex Litigation Docket
400 Grand Street
Waterbury, CT 06702
Tel: (203) 236-8232

State of Connecticut

Attorney General, Richard Blumenthal, Esq.
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Hartford, CT 06106
Tel: 860-808-5318

Ridgefield Postmaster
Tim Hushion
Mauro Troetti, acting Postmaster
Ridgefield, CT 06877

State of Connecticut
State Marshal Commission
Mitchell R. Harris, Esq., Chairman
765 Asylum Ave.
Hartford, CT, 06105
Re: James E. Sullivan

Courtesy Copy to:

J.L. Chestnut, Jr.,Chestnut, Sanders, Sanders, Pettaway & Campbell, P.C.
P.O. Box 1290,One Union Street, Selma, AL 36702-1290
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